

General information regarding the Supplier Terms for G Cloud 15 submission

- 1) Bidding under the name of Allocate Software Limited trading as RLDatix.
- 2) Allocate Software Limited is working with several of its affiliate companies.
- 3) Products/services will therefore be a legacy product/service from Allocate Software Limited, and/or a legacy product/service from one or more of its affiliate companies.
- 4) Allocate Software Limited will be responsible for itself and its affiliate companies.
- 5) Different Supplier Terms will apply depending on the source of the relevant product/service, and the relevant product/service in question eg, was it a legacy product/service from Allocate Software Limited, or was it a legacy product/service from one of its affiliate companies.
- 6) Relevant applicable Supplier Terms are referenced in the table below - The purpose of each section is to determine which Supplier Terms apply to what products/services.
- 7) Relevant sub-processors are enclosed as per this bid.

<u>Section</u>	<u>Name</u>	<u>To what products/services they apply to</u>	<u>Product/service name</u>	<u>Relevant legacy company</u>
Section 1	General Terms And Conditions For The Provision Of Services By Allocate Software Limited (With Part C1 And Part C2), excluding Allocate OneView	Relate to the provision of these legacy Allocate Software Limited products/services, and these legacy Selenity Limited products/services only, excluding Allocate OneView	Allocate ActivityManager	Allocate Software Limited
			Allocate BankStaff+	Allocate Software Limited
			Allocate CloudStaff	Allocate Software Limited
			Allocate JobPlan	Allocate Software Limited
			Allocate Optima	Allocate Software Limited
			Allocate Rota	Allocate Software Limited
			Allocate StaffDirect	Allocate Software Limited
			Assure Appraisal	Allocate Software Limited
			MedicOnDuty	Allocate Software Limited
			Allocate eCommunity	Allocate Software Limited
			Allocate Loop	Allocate Software Limited
			Allocate DataHub	Allocate Software Limited
			Allocate Insight	Allocate Software Limited
			Assure Expenses (also called Selenity Expenses)	Selenity Limited
			Assure HRcase	Selenity Limited
Section 2	General Terms And Conditions For The Provision Of Services By Allocate Software Limited for Allocate OneView	Relate to the provision of the legacy Allocate Software Limited products/services called Allocate OneView	Allocate OneView	Allocate Software Limited
Section 3	RLDatix Terms of Use	Relate to the provision of these legacy RLDatix Limited t/a RLDatix products/services only, subject to the proviso that no RLDatix	DatixCloudIQ (DCIQ)	Datix Limited t/a RLDatix
			PolicyStat	Datix Limited t/a RLDatix

		Standard Support Plan (or similar/equivalent) shall apply to RLDatix Audits & Standards	RLDatix Audits & Standards		Datix Limited t/a RLDatix
Section 4	Flexiroute General Terms and Conditions	Relate to the provision of these legacy 365 Response Limited products/services only			
			Allocate Transport Marketplace		365 Response Limited
			Flexiroute - Demand Responsive Transport		365 Response Limited
			Flexiroute Transport Management System - Home to School		365 Response Limited

<u>Section 1</u>	<u>Please see General Terms And Conditions For The Provision Of Services By Allocate Software Limited (With Part C1 And Part C2), excluding Allocate OneView</u>
<u>Section 2</u>	<u>Please see General Terms And Conditions For The Provision Of Services By Allocate Software Limited for Allocate OneView</u>
<u>Section 3</u>	<u>Please see RLDatix Terms of Use</u>
<u>Section 4</u>	<u>Please see Flexiroute General Terms and Conditions</u>

Section 1

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY ALLOCATE SOFTWARE LIMITED (WITH PART C1 AND PART C2), EXCLUDING ALLOCATE ONEVIEW

These General Terms and Conditions for the provision of Services by Allocate Software Limited (with Part C1 and Part C2) relate to the provision of legacy Allocate products/services, and legacy Selenity Limited products/services only, excluding Allocate OneView

ANNEX 1

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY ALLOCATE SOFTWARE LIMITED

1. DEFINITIONS

1.1 For the purposes of the Order the terms defined below have the meanings specified:

"Allocate" means Allocate Software Limited, a company registered in England and Wales under company registration number 02814942 having its registered office at 1 Church Road, Richmond, TW9 2QE;

"Allocate Acceptable Use Policy" means Allocate's policy for Use of the SaaS Services, as issued by Allocate to the Customer and/or available on the Website and as Updated from time to time and which may contain certain Website security procedures and other generally applicable policies governing the use of any of the SaaS Services;

"Allocate IPR Claim" means any claim, demand, action or proceeding brought against the Customer asserting that the Services or any Deliverable provided by Allocate to the Customer, including any Enhancements or Target Software, infringes the Intellectual Property Rights of any third party;

"Bundle(s)" has the meaning set out in Part B of the SaaS Services Terms and Conditions;

"Charges" means the charges payable by the Customer in respect of the provision of and/or use of the Services, as specified in an Order;

"Confidential Information" means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of the Order), including all information relating to that other's business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which:

- (a) is available to the public other than because of any breach of the Order;
- (b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- (c) was, at the date it was received by the receiving party, independently developed by the receiving party without reference to the Confidential Information received from the disclosing party;
- (d) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- (e) is trivial or obvious,

and Allocate's Confidential Information includes Allocate Materials and the terms of the Order;

"Customer" means the company, entity, individual, group or other body agreeing to receive Service(s) from Allocate and named on the Order Form;

"Customer Data" means all data, including, without limitation, Personal Data and Non-Personal Data, owned by, licensed to (other than by Allocate) or in the possession of the Customer which the Customer, or Allocate on the Customer's behalf, processes using the Services;

"Customer IPR Claim" means any claim, demand, action or proceeding brought against Allocate asserting that Allocate's use of (i) the Customer Data, (ii) Customer Materials or (iii) any other item, information or input provided by the Customer or which the Customer permits Allocate to use in connection with the Services, infringes the Intellectual Property Rights of any third party;

"Customer Materials" means all intellectual property, works, products, documentation, information, data and other material of any kind provided or made available by or on behalf of the Customer in connection with the Development Services and/or the Order;

"Deliverable" means the specific work output from the Services which is intended to be delivered by Allocate to the Customer;

"Development Services" means the development services, provided to the Customer under an Order in order to develop the Enhancements, in accordance with specifications and requirements set out in the Order;

"Documentation" means all on-line help files and written instruction manuals regarding the Use of the Services in either printed or machine-readable form which Allocate makes available to the Customer;

"Effective Date" means, in respect of an Order, the date of last signature of the Order Form;

"Enhancements" means all extensions, additions or further developments of an existing feature or capability of the Target Software or new capability or feature of the Target Software or any component of it, not originally within the Target Software, which is created for the Customer further to the Development Services;

"Force Majeure" means an event beyond the control of a Party and which prevents that Party from complying with any of its obligations under an Order (excluding the obligation to pay the Charges) including of God (such as fires, explosions and floods); war, hostilities, invasion and embargoes; contamination by any toxic or hazardous materials; riot, commotion, strikes, go slows, lock outs or disorder (unless of employees of the Party in question or its subcontractors) or acts or threats of terrorism;

"General Terms and Conditions" means the terms and conditions contained in this document;

"Intellectual Property Rights" means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable existing under the laws of any country and all pending applications and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"Minimum Technical Requirements" means the minimum software and hardware requirements set out on the Website and Updated from time to time, with which the Customer and Users must comply in order to receive the benefit of the Services;

"Non-Personal Data" means all data which is not: (i) Personal Data; or (ii) data from which the Customer is identifiable and for the avoidance of doubt, Non-Personal Data includes any anonymised Personal Data from which it is not possible to identify a living individual;

"Party(ies)" means either Allocate or the Customer or both of them, as applicable;

"Order" means each contract for Services between Allocate and the Customer, as described in clause 2.1;

"Order Form" means the order form agreed to and signed by Allocate and the Customer specifying the particular Service(s) purchased and associated Charges;

"Professional Services" means the Set-Up Services, Training Services and any other Services provided by Allocate to the Customer which are not SaaS Services or Development Services;

"Professional Services Terms and Conditions" means the additional terms and conditions for Professional Services referred to in clause 2.1;

"Rostered Unit" means a discrete organisational unit that has a roster template associated with it (where "roster template" means the shift requirements for the organisational unit);

"SaaS Services" means a service permitting the Users to Use the Software by accessing the Website;

"SaaS Terms and Conditions" means the additional terms and conditions for SaaS Services referred to in Annex 5.

"Services" means (as applicable) the SaaS Services and/or the Professional Services and/or the Development Services;

"Set-Up Services" means the set up and configuration services set out in the Order Form which may include but not be limited to, system set up and configuration; data input; data migration; back end modifications; and/or set up of the SaaS Services;

"SLA" means the service level agreement in respect of the SaaS Services as set out in the SLA annex and as Updated from time to time;

"Software" means the software as a service applications and modules listed in an Order Form and includes, for the avoidance of doubt and where applicable, any Enhancements forming part of the Target Software;

"Term Start Date" means the date from which the Customer shall pay the Charges for the Services, as indicated in the Order Form;

"Target Software" means the Software in respect of which an Enhancement is to be installed, uploaded or updated as expressly identified as such under an Order;

“Third Party Materials” means any intellectual property, works, goods, products, documentation, information, data and other material of any kind provided or made available by a third party, including material sourced by Allocate from a third party but supplied as part of the Enhancements or Development Services;

“Territory” means the territory stated on the Order Form or in default of such statement means England;

“Training Services” means a sub-set of Professional Services that are the training services in respect of any of the SaaS Services more particularly described on the Website, as may be Updated from time to time;

“Updated” means as amended by Allocate by notification to the Customer and/or Users which may include notification by updating information displayed on the applicable Website;

“Undisputed” means something which is not subject to (i) good faith and (ii) reasonable dispute;

“Use” means use by the Users for the Customer’s own internal business purposes and only to the extent necessary to receive the benefit of the Services as expressly contemplated hereunder, as limited by the agreed number of Users, Rostered Units and Bundles set out in the applicable Order Form;

“Users” means individuals employed or engaged by the Customer and authorised by the Customer to Use the Services on its behalf subject to the terms of the Order;

“User Rights” the access and authority rights applicable to each User as determined by the Customer subject to the terms of the Order; and

“Website” means the software and hardware infrastructure or mobile application software which the Customer may access in order to receive the SaaS Services, as identified in the Order Form or notified by Allocate to the Customer from time to time.

- 1.2 In the event of any inconsistency or conflict between the terms of an Order, the following order of precedence shall apply in order to resolve any such inconsistency or conflict:
 - 1.2.1 the Order Form Inc. Annex 2; then
 - 1.2.2 in the case of Professional Services, the Professional Services Terms and Conditions; or
 - 1.2.3 in the case of SaaS Services:
 - (a) Part A of the SaaS Services Terms and Conditions; then
 - (b) Part B of the SaaS Services Terms and Conditions (as applicable to the specific SaaS Service in question); then
 - (c) the SLA; then
 - 1.2.4 these General Terms and Conditions for the provision of Services; then
 - 1.2.5 any other document forming part of the Order.
- 1.3 Unless otherwise stated, any reference to a clause shall be construed as a reference to a clause in these General Terms and Conditions for the provision of Services.

2. THE CONTRACT

- 2.1. Allocate and the Customer agree that, by signing an Order Form, they are entering into a contract (**“Order”**) consisting of:
 - 2.1.1. the Order Form;
 - 2.1.2. these General Terms and Conditions for the provision of Services;
 - 2.1.3. in the case of Professional Services, Allocate’s Professional Services Terms and Conditions;
 - 2.1.4. in the case of SaaS Services, Allocate’s SaaS Services Terms and Conditions; and
 - 2.1.5. any other document forming part of the Order.
- 2.2. Allocate and the Customer further agree that no terms, provisions or conditions of any purchase order, acknowledgement or other business form that the Customer may use in connection with the purchase of the Services will have any effect on the rights, duties or obligations of the Parties contained in the Order or in any other way modify the Order, regardless of any failure of Allocate to object to such terms, provisions or conditions.

3. SERVICES

- 3.1. Subject to the payment of the Charges and to all the terms of the Order, Allocate will provide or procure the provision of the Services to the Customer and grants to the Customer:
 - 3.1.1. in the case of the Professional Services, a perpetual, non-exclusive, non-transferable, non-sublicensable licence to use, for the Customer’s internal business purposes only within the Territory, any Deliverables which are the output from the Professional Services; and/or

- 3.1.2. in the case of the SaaS Services, a non-exclusive, non-transferable, non-sublicensable licence within the Territory for the term of the relevant SaaS Service (as set out in the Order Form) to use the Documentation (and Deliverables where applicable) in connection with that Service; and/or
 - 3.1.3. in the case of the Development Services a non-exclusive, non-transferable, non-sublicensable licence within the Territory for the term to use, for the Customer's internal business purposes and use of the relevant SaaS Services (as set out in the Order Form), any Deliverables or Documentation which are the output from the Development Services.
- 3.2. If an Order Form specifies that the Professional Services are or include Training Services, the following provisions shall apply:
 - 3.2.1. the date and timing of the training days and/or online training sessions will be agreed by the Customer and Allocate provided that Allocate reserves the right to decide when each online training session and/or training day will take place and to modify these dates provided it gives the Customer ten (10) working days' notice; and
 - 3.2.2. the Customer shall be responsible for organising when Users will receive their training and for ensuring Users attend the training days and/or online training sessions. Allocate shall not be responsible for any failure of the Customer to ensure that its Users attend an agreed online training session and/or training day. Allocate shall be entitled to charge at its standard rates for any additional online training sessions and/or training days if the Customer requests that Allocate repeat previously scheduled online training session(s) and/or on-site training day(s);
- 3.3. Allocate shall:
 - 3.3.1. provide the Services using reasonable care and skill and in accordance with the standards described in the Order; and
 - 3.3.2. use its reasonable commercial endeavours to meet any planned Services commencement date specified in an Order or otherwise agreed in writing but time shall not be of the essence in respect of any such date. The Customer acknowledges that all planned Services commencement dates are also dependent on the Customer's prompt performance of its obligations in accordance with the Order.
- 3.4. The Customer shall be responsible for ensuring that:
 - 3.4.1. it has such internet connectivity and mobile network coverage as may be necessary for the Customer to receive the Services;
 - 3.4.2. the Services are suitable and adequate for its purposes;
 - 3.4.3. the Users comply with any applicable User Rights;
 - 3.4.4. it has obtained any permissions, licences and consents required for Use of the Services;
 - 3.4.5. it complies with all applicable local and foreign laws and regulations which may govern the Use of the Services;
 - 3.4.6. it has, and maintains, an up-to-date version of appropriately robust virus checking software installed on its servers;
 - 3.4.7. it does not allow any third party to access any application programming interface of the Software without Allocate's prior written approval (approved access shall be subject to Allocate's then current API access policy, as provided by Allocate to the Customer from time to time);
 - 3.4.8. it accesses the Website via standard web browsers only and not by any other method, including data mining, robots, or any similar data gathering, extraction or monitoring method ("**Unauthorised Methods**");
 - 3.4.9. save as permitted under clause 3.4.7, it does not:
 - (a) make the Software and/or Documentation available to any third party except the Users; and
 - (b) allow or facilitate any third party to access the Website through any Unauthorised Methods;
 - 3.4.10. it notifies Allocate in writing immediately after it becomes aware of any circumstance which may suggest that any person may have unauthorised knowledge, possession or use of, or access to, the Website, Software or the Documentation;
 - 3.4.11. it makes any adjustments or changes within its own technical environment or business operations as may be necessary for it to receive the Services and that it is and remains compliant with the Minimum Technical Requirements;
 - 3.4.12. it provides such co-operation, facilities, and access to its premises that Allocate may reasonably require to enable Allocate to provide the Services; and
 - 3.4.13. it complies with any reasonable instructions of Allocate in connection with the Services.

- 3.5. The Customer agrees that:
- 3.5.1. Allocate shall bear no liability for any failure of or delay in the Services arising as a result of (i) any action or omission of the Customer or (ii) the Customer's or its third party(ies)' software, services or systems; and
 - 3.5.2. in the event of any failure or defect in the Services, Allocate shall be entitled (where possible) to re-perform the same and shall otherwise always be afforded not less than thirty (30) days by the Customer (following notification of any failure or defect) in which to remedy the same.
- 3.6. The Customer also acknowledges that, in the case of Professional Services:
- 3.6.1. such Services and associated Deliverables provided by Allocate are provided in an advisory capacity only and Allocate shall not be liable for any loss that results from the Customer's implementation of any advice or recommendations made by Allocate or from any decision made by the Customer on the basis of advice given by Allocate;
 - 3.6.2. Allocate does not guarantee, warrant or make any representation that the Professional Services will result in any successful outcome for the Customer; and
 - 3.6.3. Any Professional Services that are required as a result of a failure by the Customer to comply with clause 3.4 shall be charged at Allocate's standard rates.

4. CHARGES

- 4.1. In consideration for the provision of the Services, the Customer shall pay Allocate the Charges. The Charges shall be due and payable not later than thirty (30) days from the date of invoice. If the Charges are not paid in accordance with the Order, Allocate shall be entitled to immediately terminate or suspend the provision of the Services on notice, and the provisions of clauses 11.2.2 and 11.4.1 shall take effect.
- 4.2. Allocate reserves the right to charge the Customer interest on any payment not made in accordance with the Order. Interest will be calculated on a daily basis, both before and after any judgment, at the rate of four (4) per cent per annum above the base rate from time to time of the Bank of England, for the period from the due date until the date on which the outstanding payment is actually paid.
- 4.3. All payments made or to be made under an Order shall be made in full, without any deduction, withholding, set-off or counterclaim.
- 4.4. In the event of a bona fide dispute regarding any invoice or other request for payment, the Customer shall immediately notify Allocate in writing and the Parties shall attempt promptly and in good faith to resolve any dispute regarding the amounts owed. In each such case, the Customer shall pay all Undisputed amounts on or before the due date for payment of such invoice.
- 4.5. The Charges are exclusive of any applicable sales, use or service tax or any other applicable tax of any nature whatsoever, including any Value Added Tax; all such taxes will be added to the appropriate invoice and shall be payable by the Customer in accordance with the law from time to time and the terms hereof.
- 4.6. If any applicable law requires the Customer to withhold amounts from any payments due to Allocate under an Order (i) the Customer shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Allocate with tax receipts evidencing the payments of such amounts, and (ii) the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Allocate receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Allocate would have received and retained in the absence of such required deduction or withholding.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Except as expressly stated otherwise in an Order, the Intellectual Property Rights in the Services, Software, Deliverables, Documentation, Website and work output from the Professional Services and the Development Services (including any Enhancements) are and shall remain the property of Allocate (and/or its third-party licensors).
- 5.2. Subject to clause 8, the Customer acknowledges that Allocate shall be entitled to use, in any way it thinks fit, any skills, knowledge and techniques acquired by Allocate in performing the Services.
- 5.3. The Customer shall not, and shall procure that Users shall not, except as expressly permitted in an Order:
- 5.3.1. modify, translate, create or attempt to create derivative copies of or copy the Services, Software, Deliverables, Documentation, Website or any separate work output specific to the Professional Services and the Development Services (including any Enhancements) (whether in whole or in part);
 - 5.3.2. reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software and/or the Website to source code form;

- 5.3.3. distribute, sub-license, assign, share, timeshare, sell, rent, lease, transfer, transmit, distribute, display, disclose, grant a security interest in or otherwise commercially exploit (i) the Services, Software, Deliverables, Documentation, Website or work output from the Professional Services and the Development Services (including any Enhancements) or (ii) any of the Customer's rights to Use any of the same.
- 5.4. The Intellectual Property Rights in the Customer Data are and shall remain the property of the Customer. The Customer grants to Allocate a non-exclusive, limited licence to use and process the Customer Data to the extent necessary to enable Allocate to comply with its obligations and exercise its rights under the Order.
- 5.5. If either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in this clause 5 it shall, immediately upon request of the other Party, assign in writing such Intellectual Property Rights to the other Party.

6. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 6.1. The Customer shall, at its expense and in its sole discretion, defend any Customer IPR Claim and shall indemnify and keep indemnified Allocate against all losses, liabilities, costs and expenses (including legal expenses) arising out of or in connection with any Customer IPR Claim.
- 6.2. Allocate shall, at its expense and in its sole discretion, defend any Allocate IPR Claim and shall indemnify and keep indemnified the Customer against all losses, liabilities, costs and expenses (including legal expenses) to the extent arising out of or in connection with any such Allocate IPR Claim.
- 6.3. Wherever an indemnity is given in the Order by one Party ("**Indemnifying Party**") to the other ("**Indemnified Party**"), such indemnity shall be conditional upon:
 - 6.3.1. the Indemnified Party promptly notifying the Indemnifying Party in writing of any claim in respect of which it is obliged under the Order to indemnify (being a Customer IPR Claim or Allocate IPR Claim, as applicable) and of which the Indemnified Party has notice (an "**Indemnified Claim**");
 - 6.3.2. the Indemnified Party not admitting any liability or agreeing to any settlement or compromise of an Indemnified Claim without the prior written consent of the Indemnifying Party;
 - 6.3.3. the Indemnifying Party being, at any time from notification in accordance with clause 6.3.1, at the Indemnifying Party's request, cost and expense, entitled to assume exclusive conduct of the Indemnified Claim (which shall include the right to conduct any proceedings or action in relation to, negotiate the settlement of, and to conduct all discussions and dispute resolution efforts in connection with the Indemnified Claim, provided that no settlement of a claim which would involve any admission of fault or liability on the part of the Indemnified Party shall be entered into without the Indemnified Party's prior written consent); and
 - 6.3.4. the Indemnified Party, at the Indemnifying Party's request, cost and expense, giving the Indemnifying Party all reasonable assistance in connection with the conduct of the Indemnified Claim.
- 6.4. Notwithstanding clause 6.3, in the event any such Allocate IPR Claim is brought or threatened, Allocate may at its sole option and expense:
 - 6.4.1. procure for Customer the right to continue Use of the Services, Deliverables, Enhancements, Target Software or otherwise or the allegedly infringing part thereof; or
 - 6.4.2. modify or amend the Services, Deliverables, Enhancements, Target Software or otherwise or the allegedly infringing part thereof or replace the Services, Deliverables, Enhancements, Target Software or otherwise so the Services, Deliverables, Enhancements, Target Software or otherwise or part thereof as so modified, amended or replaced has substantially the same or better capabilities as the original Services, Deliverables, Enhancements, Target Software or otherwise or part thereof,and if Allocate is able to do this within a reasonable time, this shall be the Customer's sole and exclusive remedy in relation to the Allocate IPR Claim in question and Allocate will have no other obligation or liability in relation to such claim.
- 6.5. The foregoing obligations of Allocate in this clause 6 shall not apply to the extent the alleged infringement arises as a result of or is based upon:
 - 6.5.1. modifications to the Services not performed by Allocate; or
 - 6.5.2. use or combination of the Services with other programs or data not provided by Allocate; or
 - 6.5.3. Allocate having complied with any specific instructions of the Customer in performing or providing the Services.
- 6.6. This clause 6 states the entire liability of each Party to the other with respect to the infringement of any third party Intellectual Property Rights.

7. LIMITATION OF LIABILITY

- 7.1. The Parties agree that nothing in any Order shall be deemed to exclude, restrict or limit liability of:
- 7.1.1. either Party (or their respective licensors, agents or sub-contractors) for death or personal injury resulting from their negligence;
 - 7.1.2. either Party for fraudulent misrepresentation or for any other fraudulent act or omission;
 - 7.1.3. the Customer for Intellectual Property Rights infringement; breach of confidentiality; or breach of clause 9 hereof;
 - 7.1.4. either Party under any express indemnity contained in the Order;
 - 7.1.5. either Party to pay sums properly due and owing to the other in the normal course of performance; and/or
 - 7.1.6. either Party in respect of any liability which may not lawfully be excluded or limited.
- 7.2. The maximum aggregate liability of Allocate (including its respective licensors, agents and sub-contractors) to the Customer in respect of all tangible, physical property damage shall not exceed (i) the value of, during the first twelve (12) months of the term of the Order, the total Charges paid or payable by Customer for that period and, thereafter, shall not exceed the total Charges paid under the Order in the twelve (12) months preceding the date that the claim arose or (ii) two million pounds (£2,000,000) (whichever is less).
- 7.3. Subject to clauses 7.1, 7.2, 7.4, 7.5 and 7.6 (and in addition to the Customer's liability for the Charges), the maximum aggregate liability of each Party to the other (including its respective licensors, agents and sub-contractors, if any) under, arising from or in connection with any Order, whether arising in contract, tort (including negligence), or otherwise, shall not, during the first twelve (12) months of the term of the Order, exceed the total Charges paid or payable by Customer for that period and thereafter shall not exceed the total Charges paid under the Order in the twelve (12) months preceding the date that the claim arose.
- 7.4. Subject to clause 7.1, neither party shall be liable for any:
- 7.4.1. indirect, consequential or special loss;
 - 7.4.2. loss of profit;
 - 7.4.3. loss of business or contracts;
 - 7.4.4. lost production or operation time;
 - 7.4.5. loss of or corruption to data; and
 - 7.4.6. loss of goodwill or anticipated savings,
- however arising (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 7.4 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).
- 7.5. Subject to clauses 7.1.1, 7.1.2, and 7.1.6, Allocate shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of:
- 7.5.1. the use of any Services and/or Software except for their normal intended purpose;
 - 7.5.2. any adaptation or modification of any Service and/or Software, or integration or combination with any other equipment, software, product or material not supplied by Allocate, in each case carried out by anyone other than Allocate or without Allocate's express written consent;
 - 7.5.3. any defect arising in any Services and/or Software as a result of misuse, wilful damage, negligence on the part of anyone other than Allocate, abnormal operating conditions or any failure by the Customer to follow any instructions of Allocate as to use;
 - 7.5.4. the compliance by Allocate with any design, specification or instructions provided by the Customer or on the Customer's behalf;
 - 7.5.5. any Customer Data and/or Customer Materials; or
 - 7.5.6. the continued use of a version or release of any Services and/or Software after Allocate has made an alternative version or release of such Service and/or Software available to the Customer, to the extent that any claim in respect of which Allocate would otherwise be obliged, under the Order, to indemnify would have been avoided by the use of such alternative version or release.
- 7.6. Allocate shall not be liable for any losses, damages, costs or expenses arising out of or in connection with any failure by the Customer to comply with the process for the return of Customer Data set out in the SaaS Terms and Conditions.
- 7.7. Both Parties accept that the limitations and exclusions set out in an Order are reasonable having regard to all the circumstances.

8. CONFIDENTIAL INFORMATION

- 8.1. Each Party shall:
- 8.1.1. keep confidential all Confidential Information of the other Party which it receives in connection with the Order;
 - 8.1.2. not copy or reproduce any part of it without the prior written approval of the other Party, except as strictly necessary for the performance of its obligations under the Order;
 - 8.1.3. apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;
 - 8.1.4. only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, the Order;
 - 8.1.5. subject to clause 8.2, not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of the Order and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 8); and
 - 8.1.6. promptly, upon request and, in any event, upon termination of the Order (for whatever reason), return to the other Party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other Party, certify in writing that it has done so.
- 8.2. Either Party may disclose the other Party's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

9. PERSONAL DATA

- 9.1 Both Parties shall comply with Annex 2.

10. NON-PERSONAL DATA

Allocate has the irrevocable right which shall survive any termination or expiry of an Order to use, copy, distribute and disclose Non-Personal Data for any purpose, including, without limitation for the following purposes:

- 10.1. aggregating and analysing such data (particularly regarding nursing workforce, contracted junior doctors' rotas and consultants job plans within the Customer) including for the production of benchmarking reports;
- 10.2. monitoring, developing, improving and optimising any of Allocate's software and services or its infrastructure underlying the same;
- 10.3. linking with current and future software within the SaaS Services (or outside of the SaaS Services but approved by the Customer); and
- 10.4. licensing, sale or disclosure to the National Health Service or affiliated bodies (and for the avoidance of doubt this shall include (without limitation) NHS Employers, NHS Confederation, NHS Improvement, NHS Digital, and Department of Health and Social Care),

and the Customer will ensure that it has all necessary appropriate consents and notices in place to enable Allocate's rights.

11. TERM, RIGHTS OF SUSPENSION AND/OR TERMINATION

- 11.1. Each Order shall commence on the Effective Date and unless terminated earlier in accordance with Clause 11.3 or 11.4, will remain in force until the end of the term of the Order.
- 11.2. Allocate may, acting reasonably, suspend the provision of any Service (or any part of a Service) without liability to the Customer in the event of:
- 11.2.1. any unauthorised access to the Customer's network which may result in unauthorised access to Allocate's network, the suspension to last until such time as that unauthorised access ceases or is demonstrated by the Customer not to have occurred; and/or
 - 11.2.2. any breach by the Customer of any of its obligations under an Order (including any failure to pay any Charges when due); and/or
 - 11.2.3. any requirement by law or at the direction of any court or governmental or other regulatory body
- provided that, during the period of any such suspension the Charges for the suspended Service (or part thereof) will not be payable unless the suspension arises as a consequence of any unauthorised access to the Customer's network under clause 11.2.1 or a Customer's breach of an Order under clause 11.2.2.

- 11.3. Either Party may, by written notice to the other Party immediately terminate all or any part of an Order if any of the following events occur:
 - 11.3.1. the other Party is in material breach of the Order which breach, if capable of being remedied, has not been remedied within thirty (30) days after the non-breaching Party has given to the breaching Party written notice of such breach;
 - 11.3.2. the other Party commits repeated and/or persistent breaches of the Order (whether or not remedied within a thirty (30) day period);
 - 11.3.3. the other Party commits an irremediable breach of the Order;
 - 11.3.4. the other Party terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or
 - 11.3.5. as otherwise provided in any Order.
- 11.4. Allocate may, by written notice to the Customer, immediately terminate all or any part of an Order, if:
 - 11.4.1. the Customer fails to pay any Charges in accordance with the Order (after having notified the Customer that such payment is overdue and affording the Customer not less than seven (7) further days in which to pay);
 - 11.4.2. the Customer or any User infringes any of the Intellectual Property Rights of Allocate; or
 - 11.4.3. the Customer or any related body corporate or related entity (whether directly or indirectly or alone or in conjunction with any other party) develops any software or services which provide the same or similar functionality to the Software and/or SaaS Services or otherwise becomes involved in the public or private healthcare sector as a retailer, agent or distributor of any competing software or services.
- 11.5. Any termination of all or part of an Order shall be without prejudice to any other rights or remedies a Party may be entitled to and shall not affect any rights or liabilities of either Party nor the coming into or continuance in force of any provision in the Order which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.6. Upon termination of all or part of an Order, whatever the reason, the relevant rights and licences granted to the Customer under the part/s of the Order being terminated shall also terminate and the Customer shall immediately cease all use of the relevant Services.
- 11.7. Within fourteen (14) days after the date of termination of all or part of an Order, the Customer shall return any materials provided to it by Allocate in connection with the part/s of the Order being terminated (other than any completed and fully paid for Deliverables) as well as any Confidential Information in its possession provided by Allocate. If so requested by Allocate, the Customer shall furnish Allocate with a certificate signed by a statutory officer of the Customer verifying that this has been done.
- 11.8. Subject to Allocate's rights and obligations, on termination or expiry of all or part of an Order for SaaS Services Allocate will return any applicable Customer Data then held by Allocate to the Customer, in accordance with and subject to the Customer having complied with the process relating to the return of such data, set out in the SaaS Terms and Conditions.

12. VOLUNTARY TERMINATION OF ORDERS WHICH ARE SOLELY FOR PROFESSIONAL SERVICES

- 12.1. The Customer is not entitled to unilaterally terminate any Order for Professional Services if the Charges for the same are based on a fixed price.
- 12.2. The Customer is entitled to unilaterally terminate an Order which is solely for Professional Services if the Charges for the same are based on time and materials, by giving to Allocate not less than thirty (30) days written notice.
- 12.3. If the Customer elects to terminate the Order in accordance with clause 12.2, the Customer agrees to pay Allocate for all time completed and all materials consumed up to the date of termination together with such sum as represents all costs and expenses reasonably incurred by Allocate and not yet recovered from the Customer.
- 12.4. For the avoidance of doubt, the Customer is not entitled to unilaterally terminate any Order:
 - 12.4.1. for SaaS Services or Development Services; or
 - 12.4.2. which comprises both Professional Services and SaaS Services and/or Development Services.
- 12.5. To cancel or reschedule Professional Services the Customer must give Allocate notice at least 10 working days before the start of the relevant week in which the Professional Services are scheduled. The Customer will owe 100% of the Charges due (or shall not be entitled to any refund of Charges paid in advance) and any incurred expenses that are not refundable if the Professional Services are cancelled or rescheduled with less than that notice.
- 12.6. Any unused Professional Services will expire and Allocate reserves the right not to provide any Professional Services owing to the Customer 6 months after the commencement of the Professional Services (or if a commencement date is not agreed, 6 months after the Effective Date) unless otherwise agreed between the parties in the relevant Order Form

or SOW. The Customer will owe 100% of the Charges due (or shall not be entitled to any refund of Charges paid in advance) for any unused Professional Services.

- 12.7. Any Professional Services requested by the Customer in addition to those set out in the Order Form shall be charged at Allocate's standard rates.
- 12.8. The date, time and location of the Professional Services are conditional on Allocate's right to reschedule as necessary by giving the Customer at least 10 working days' notice.

13. NON-ASSIGNMENT

The Customer shall not be entitled to assign, novate or otherwise transfer all or any part of an Order or any of its rights under an Order to any third party, including by way of sale of assets, merger or consolidation, without the prior written consent of Allocate (which shall be in Allocate's sole discretion). However, Allocate agrees that it will not unreasonably withhold or delay its consent in circumstances where all of the functions of a Customer which is an NHS organisation are transferred by statutory order of the Secretary of State for Health and Social Care to any other NHS organisation, provided that any such transfer does not in any way increase and/or make more onerous and/or otherwise adversely affect any of the rights and responsibilities of Allocate under the Order.

14. NOTICES

Any notice required or permitted under an Order or required by law must be in writing and must be: (a) delivered in person, or (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight air courier, in each case forwarded to the appropriate address set out on the Order Form. Either Party may change its address for notice by written notice to the other Party given in accordance with this clause 14. Notices will be considered to have been given: (i) at the time of actual delivery in person, or (ii) three (3) business days after mailing, or (iii) one (1) day after delivery to an overnight air courier service.

15. MISCELLANEOUS

- 15.1. Any warranties set out in an Order are exclusive and in lieu of all other warranties, express or implied, including without limitation any implied warranties of satisfactory quality, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade and whether written or oral, all of which are hereby excluded and disclaimed to the fullest extent permissible by law.
- 15.2. No employee, agent, representative or affiliate of Allocate has authority to bind Allocate to any oral representations or warranty concerning the Services and any written representation or warranty not expressly contained in an Order shall be unenforceable (except that this shall not exclude liability for fraudulent misrepresentation).
- 15.3. Both Parties agree that damages may not be an adequate remedy in respect of any breach of an Order and in addition to all other remedies that either Party may be entitled to as a matter of law each Party shall be entitled to apply for injunctive relief and any other form of equitable relief available in order to enforce the provisions of an Order.
- 15.4. If either Party is prevented from or delayed in performing any of its obligations under an Order by Force Majeure, then provided that it notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely effects:
 - 15.4.1. its obligations under the Order (or, where the Force Majeure only affects some of the Services, such obligations as relate to those Services) shall be suspended for so long as the Force Majeure continues and to the extent that the affected Party is so prevented or delayed;
 - 15.4.2. the Parties shall, without prejudice to the other provisions of this Clause 15.4, consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure; and
 - 15.4.3. the affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure upon the performance of its obligations under the Order and to resume performance as soon as reasonably practicable.
- 15.5. If any Force Majeure prevails for a continuous period in excess of two (2) months, either Party shall be entitled to terminate the Order in its entirety (if all Services are affected by Force Majeure) or in part (insofar as it relates to the Services affected by Force Majeure) by giving not less than ten (10) business days' notice in writing to the other Party.
- 15.6. Any waiver of the provisions of an Order or of a Party's rights or remedies under an Order must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of an Order or its rights or remedies at any time will not be construed or be deemed to be a waiver of such Party's rights under the Order and will not in any way affect the validity of the whole or any part of the Order or prejudice such Party's right to take subsequent action.

- 15.7. If any provision of an Order is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of the Order or the Order as a whole. If any provision of an Order is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it effective and enforceable.
- 15.8. Each Order contains the entire agreement of the Parties with respect to the subject matter of the Order and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to the subject matter.
- 15.9. The Customer agrees to give Allocate such access to the Customer's premises (wherever situated) and such other assistance as may be reasonably required by Allocate for it to audit the Customer's compliance with the terms of and/or usage rights permitted by any Order and further agrees that Allocate is entitled to use any information or data arising from the operation of the Services for the same purposes.
- 15.10. An Order (including any description of the Services to be provided) may not be altered or modified in any way other than by the express written consent of a duly authorised representative on behalf of each of the Parties, which must be captured in a paper document, signed by each such duly authorised representative.
- 15.11. The Customer agrees that upon execution of an Order Form, Allocate may issue a press release announcing that it has entered into a contract with Customer. Additionally, Allocate may on an ongoing basis during the term of any Order use the Customer's name and logo on any Allocate website and in press releases, product brochures and financial reports indicating that the Customer is a customer of Allocate.
- 15.12. All variations to an Order (including to all legal terms applicable to it) must be agreed, set out in writing and signed on behalf of both Parties before they take effect.
- 15.13. Except to the extent that an Order expressly provides otherwise, nothing in an Order shall or is intended to create a partnership or joint venture between the Parties, constitute one Party as agent of the other or give either Party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other Party. Neither Party may act as if it were or represent (expressly or by implying it) that it is, an agent of the other or has such authority.
- 15.14. Each Party confirms that, in entering into and performing an Order, it is acting as principal and not as the agent of any undisclosed third-party principal.
- 15.15. It is a condition of an Order that, in pre-contract negotiations and in the exercise of its rights or the performance of its obligations under an Order, each Party shall at all times ensure that it complies with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Anti-bribery Laws**") and that it does not commit (or procure the commission of) any breach of any Anti-bribery Laws or do anything which would cause any other Party to commit.
- 15.16. Subject to clause 7, a person who is not a party to an Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of the Order.
- 15.17. Subject to clause 15.19, any dispute or difference between the Parties arising out of or in connection with an Order, its interpretation or subject-matter ("**Dispute**") shall be referred to the programme director (or equivalent officer or personnel with equitable knowledge) of each Party and then, if still not resolved within twenty (20) Business Days, to the chief executive officers (or equivalent officer) of each Party. If any such Dispute remains unresolved for a period in excess of twenty (20) business days from the date it was first referred to the chief executive officer (or such other period as the Parties may agree), it will be resolved in accordance with clause 15.18.
- 15.18. Subject to clause 15.19, any Dispute which remains unresolved following the exhaustion of the procedure set out in clause 15.18 shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("**LCIA**"), which rules are deemed to be incorporated by reference into the Order. The number of arbitrators shall be one, unless the LCIA determines that, in view of all the circumstances of the case, a three-member tribunal is appropriate. The place and seat of arbitration shall be London, England. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding upon the Parties.
- 15.19. Nothing in the Order shall prevent any Party, in cases in which interim, injunctive or declaratory relief is required, or where the right to issue proceedings would be prejudiced by the impending expiration of any applicable limitation period, from commencing proceedings and pursuing claims before a court of competent jurisdiction.
- 15.20. Each Order shall be construed in accordance with English law and, subject to clause 15.19 hereof, the Parties irrevocably submit to the exclusive jurisdiction of the English courts with respect to any dispute under the Order.
- 15.21. In order to ensure no irresponsible disclosure is made which could potentially adversely affect Allocate's customer base, the Customer will not make any public disclosure or disclosure to a third party which relates to Allocate's provision of the Services without first receiving Allocate's prior written consent for such disclosure. Such consent shall not be unreasonably withheld. For the avoidance of doubt, this clause applies to disclosures relating to Allocate's internal business processes and procedures, and its processes and procedures in providing the Services.
- 15.22. If any hardware or firmware is provided by Allocate to the Customer under an Order then, in addition to the terms of the Order, the terms and conditions of the manufacturer, distributor or supplier of the hardware or firmware from which

Allocate purchased such hardware or firmware shall also apply as between Allocate and Customer. Allocate shall provide such terms and conditions to Customer upon request. In the event of any inconsistency between the Order terms and the manufacturer's, distributor's or supplier's terms, the Order shall prevail.

- 15.23. If any hardware is provided to the Customer by Allocate under an Order then, subject to the terms of the Order, acceptance and risk shall be deemed on delivery to the Customer or, as applicable, to Allocate's or Customer's third-party supplier's premises. Title to that hardware shall, where it is intended that title shall pass to the Customer, pass when it is ringfenced and identified by Allocate as belonging to a Customer.
- 15.24. Both Parties shall:
- (a) comply with applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force including the Modern Slavery Act 2015; and
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

ANNEX 2, SCHEDULE 1 (PROCESSING PERSONAL DATA)

0. In this Annex:

- (a) any reference to a statute, statutory provision, subordinate legislation or code of practice is a reference to that statute, statutory provision, subordinate legislation or code of practice as amended, modified, consolidated or re-enacted from time to time; and reference to any statutory provision includes a reference to any subordinate legislation made under that provision from time to time, including in the case of EU law all decisions of the European Commission published in the Official Journal of the European Union;
- (b) the following definitions have the meaning ascribed to them:

"Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processor"	has meaning given in UK GDPR or EU GDPR as context requires;
"Data Loss Event"	any event that results in unauthorised access to Personal Data held by Client under the Order, and/or destruction of Personal Data in breach of the Order, including any Personal Data Breach;
"Data Protection Legislation"	(a) UK GDPR; (b) Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about processing of personal data and on the privacy; and (d) (to extent that it applies) EU GDPR;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Impact Assessment"	assessment (including transfer impact assessment) by Controller of the impact of the envisaged processing on the protection of Personal Data;
"Law"	any law, statute, subordinate legislation within meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which Client is bound to comply;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and suppliers of Processor and/or of any Sub-processor engaged in the performance of its obligations under the Order;
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
"Sub-processor"	any third party appointed to process Personal Data on behalf of Processor under the Order;

- (c) References in this annex to Clauses, Annex and Tables are to Clauses, Annex and Tables therein unless otherwise specified.
- (d) Reference to "Client" shall instead be replaced by reference to "Customer"
- (e) Reference to "Order" shall instead be replaced by reference to "Order Form"
- (f) Reference to "RLDatix" shall instead be replaced by reference to "Allocate"

1. Where one Party is Controller and other Party is Processor

- 1.1 The nature of the activity carried out by each party under the Order will determine the status of each party under the Data Protection Legislation.
- 1.2 Where a party is a Processor, the only processing that it is authorised to do is listed in Annex 2, Schedule 2.
- 1.3 Processor shall notify Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
- 1.4 Processor shall provide all reasonable assistance to Controller in the preparation of any Impact Assessment prior to commencing any processing.
- 1.5 Processor shall, in relation to any Personal Data processed in connection with its obligations under the Order:

- (a) process that Personal Data only in accordance with Annex 2, Schedule 2, unless Processor is required to do otherwise by Law. If it is so required the Processor shall, unless prohibited by Law, promptly notify Client before processing the Personal Data;
 - (b) ensure that it has in place Protective Measures having taken account of: (i) nature of data to be protected; (ii) harm that might result from a Data Loss Event; (iii) state of technological development; and (iv) cost of implementing any measures;
 - (c) ensure that: (i) Processor Personnel do not process Personal Data except in accordance with the Order (and in particular Annex 2, Schedule 2); (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data;
 - (d) where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of Data Protection Act 2018);
or
 - (ii) Controller or Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or Data Protection Act 2018 Section 75) as determined by Controller which could include relevant parties entering into the:
 - International Data Transfer Agreement, or
 - International Data Transfer Agreement Addendum to the European Commission's SCCs, as published by the Information Commissioner's Office, and as set out in Annex 2, Schedule 3, or such updated version of the same as are published by the Information Commissioner's Office;
 - (iii) Data Subject has enforceable rights and effective legal remedies;
 - (iv) Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses all reasonable endeavours to assist Controller in meeting its obligations); and
 - (v) Processor complies with any reasonable instructions notified to it in advance by Controller with respect to the processing of the Personal Data.
 - (e) where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of Controller has been obtained and the following conditions are fulfilled:
 - (i) transfer is in accordance with Article 45 of the EU GDPR;
or
 - (ii) Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by Controller which could include relevant parties entering into:
 - Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex 2, Schedule 3, or such updated version of the same as are published by the European Commission from time to time;
 - (iii) Data Subject has enforceable rights and effective legal remedies;
 - (iv) Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses all reasonable endeavours to assist Controller in meeting its obligations); and
 - (v) Processor complies with any reasonable instructions notified to it in advance by Controller with respect to the processing of the Personal Data; and
 - (vi) at the written direction of Controller, delete or return Personal Data (and any copies of it) to Controller on termination of the Contract unless Processor is required by Law to retain the Personal Data.
- 1.6 Subject to Clause 1.7, Processor shall notify Controller within 48 hours if it: (a) receives a Data Subject Request (or purported Data Subject Request); (b) receives a request to rectify, block or erase any Personal Data; (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation; (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Order; (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.
- 1.7 Processor's obligation to notify under Clause 1.6 shall include the provision of further information to Controller in phases, as details become available.
- 1.8 Taking into account the nature of the processing, Processor shall provide Controller with reasonable assistance in relation to either party's obligations under the Data Protection Legislation and any complaint, communication or request made under Clause 1.6 (and insofar as possible within the timescales reasonably required by Controller)

including by promptly providing: (a) Controller with full details and copies of the complaint, communication or request; (b) such assistance as is reasonably requested by Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation; (c) Controller, at its request, with any Personal Data it holds in relation to a Data Subject; (d) assistance as requested by Controller following any Data Loss Event; and/or (e) assistance as requested by Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by Controller with the Information Commissioner's Office or any other regulatory authority.

- 1.9 Processor shall maintain complete and accurate records to demonstrate its compliance with this Clause 1.
- 1.10 Processor shall allow for audits of its Data Processing activity by Controller or Controller's designated auditor, subject always to the following provisos: (a) audit(s) may not be carried out by a competitor of Processor; (b) audit(s) by Controller/Controller's designated auditor shall be agreed with Processor in advance, only so far as is necessary in order to demonstrate compliance, provided that: Controller provides Processor with no less than 30 days' notice of such audit or inspection; is conducted at Controller's sole expense; and the parties agree to the scope, duration, and purpose of such audit or inspection in advance, including reasonable reimbursement of Processor for time expended by Processor or its Sub-processors; (c) Controller's designated auditor shall conduct its audit in a manner that will result in minimal disruption to Processor's and Sub-processor's business operations and shall not be entitled to receive or obtain access to any system that also stores data or information of other clients or customers of the same, or any other confidential information of the same that is not directly relevant for the authorized purposes of the audit; (d) if Controller becomes privy to any confidential information of Processor/Sub-processor as a result of this Clause 1.10, Controller shall hold such confidential information in confidence and, unless required by Law, not make the confidential information available to any third party, or use it for any other purpose; and (e) Controller acknowledges that Processor shall only be required to use reasonable endeavours to assist Controller in procuring access to any third party sites, assets, records and/or information as part of any audit.
- 1.11 Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.12 Before allowing any Sub-processor to process any Personal Data under the Order, Processor must (save where such Sub-processor is already authorised): (i) notify Controller in writing of the intended Sub-processor and processing; (ii) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1 such that they apply to Sub-processor; and (iii) provide Controller with such information regarding the Sub-processor as Controller may reasonably require. Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

ANNEX 2, SCHEDULE 2

1.1

Description	Details
Identity of Controller for each Category of Personal Data	Client is Controller RLDatix is Processor
Categories of data subjects whose Personal Data is transferred	Determined and controlled by Controller in its sole discretion
Categories of Personal Data transferred	Determined and controlled by Controller in its sole discretion
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved	Determined and controlled by Controller in its sole discretion
The frequency of the transfer	Determined and controlled by Controller in its sole discretion
Nature of the processing	Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services
Purpose(s) of the data transfer and further processing	Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period	Process Personal Data until the later of (i) expiry/termination of the Order, or (ii) the date upon which processing is no longer necessary for the purposes
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	Sub-processors will Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services

- 1.2 Processor shall comply with any further written instructions by Controller with respect to processing.

1.3 Contact details of Controller's Data Protection Officer:	To be confirmed
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1.4	Contact details of Processor's Data Protection Officer:	• To be confirmed
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ANNEX 2, SCHEDULE 3

consisting of:

- 1) International Data Transfer Agreement
- 2) International Data Transfer Agreement Addendum To The EU Commission Standard Contractual Clauses
- 3) Standard Contractual Clauses For EU GDPR Compliant Transfers

INTERNATIONAL DATA TRANSFER AGREEMENT

As per Information Commissioner's Office Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018 International Data Transfer Agreement VERSION A1.0, in force 21 March 2022, but with the following details as per: Part 1: Tables (Table 1: Parties and signatures, Table 2: Transfer Details, Table 3: Transferred Data, Table 4: Security Requirements), completed as herein.

Part 1: Tables

Table 1: Parties and signatures

Start date	At the same time the Order comes into force	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: As per Order for Client Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order	Full legal name: As per Order for RLDatix Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order
Key Contact	Full Name (optional): As per Order Job Title: As per Order Contact details including email: As per Order	Full Name (optional): As per Order Job Title: As Per Order Contact details including email: As per Order
Importer Data Subject Contact	Intentionally left blank as blank in IDTA	Job Title: As per Order Contact details including email: As per Order
Signatures confirming each Party agrees to be bound by this IDTA	Signed for and on behalf of the Exporter set out above Signed: _____ Date of signature: _____ Full name: _____ Job title: _____ By acting in accordance with the Order, data exporter is deemed to have signed this	Signed for and on behalf of the Importer set out above Signed: _____ Date of signature: _____ Full name: _____ Job title: _____ By acting in accordance with the Order, data importer is deemed to have signed this

Table 2: Transfer Details

UK country's law that governs the IDTA:	☐ England and Wales ☐ Northern Ireland ☐ Scotland
Primary place for legal claims to be made by the Parties	☐ England and Wales ☐ Northern Ireland ☐ Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: ☐ Exporter is a Controller ☐ Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data: ☐ Importer is a Controller ☐ Importer is the Exporter's Processor or Sub-Processor

	☐ Importer is not the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)
Whether UK GDPR applies to the Importer	☐ UK GDPR applies to the Importer's Processing of the Transferred Data ☐ UK GDPR does not apply to the Importer's Processing of the Transferred Data
Linked Agreement	If the Importer is the Exporter's Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data: Name of agreement: the Order Date of agreement: As per the Order Parties to the agreement: As per the Order Reference (if any): Not applicable Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement: Name of agreement: Not applicable Date of agreement: Not applicable Parties to the agreement: Not applicable Reference (if any): Not applicable If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data: Name of agreement: Not applicable Date of agreement: Not applicable Parties to the agreement: Not applicable Reference (if any): Not applicable
Term	The Importer may Process the Transferred Data for the following time period: ☐ the period for which the Linked Agreement is in force ☐ time period: ☐ (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	☐ the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. ☐ the Parties can end the IDTA before the end of the Term by serving: _____ months' written notice, as set out in Section 29 (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2: ☐ Importer ☐ Exporter ☐ neither Party
Can the Importer make further transfers of the Transferred Data?	☐ The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data). ☐ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1: ☐ if the Exporter tells it in writing that it may do so. ☐ to: _____ ☒ to the authorised receivers (or the categories of authorised receivers) set out in: the Order or pursuant to the Order ☐ there are no specific restrictions.
Review Dates	☐ No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data First review date: As agreed between the Parties The Parties must review the Security Requirements at least once: ☐ each _____ month(s) ☐ each quarter ☐ each 6 months ☒ each year ☐ each _____ year(s) ☐ each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of:
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	☐ The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to: ☐ racial or ethnic origin ☐ political opinions ☐ religious or philosophical beliefs ☐ trade union membership ☐ genetic data ☐ biometric data for the purpose of uniquely identifying a natural person ☐ physical or mental health ☐ sex life or sexual orientation ☐ criminal convictions and offences ☐ none of the above ☐ set out in: • the Order or as provided pursuant to the Order And: ☐ The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3
Relevant Data Subjects	The Data Subjects of the Transferred Data are: ☐ The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Purpose	☐ The Importer may Process the Transferred Data for the following purposes: • the Order or as provided pursuant to the Order ☐ The Importer may Process the Transferred Data for the purposes set out in: • the Order or as provided pursuant to the Order In both cases, any other purposes which are compatible with the purposes set out above. ☐ The purposes will update automatically if the information is updated in the Linked Agreement referred to. ☐ The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3

Table 4: Security Requirements

Security of Transmission, Security of Storage, Security of Processing, Organisational security measures, Technical security minimum requirements	Please see "Annex II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS"
Updates to the Security Requirements	☐ The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. ☐ The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Part 2: Extra Protection Clauses

Extra Protection Clauses:	Not applicable
(i) Extra technical security protections	Not applicable
(ii) Extra organisational protections	Not applicable
(iii) Extra contractual protections	Not applicable

Part 3: Commercial Clauses

Commercial Clauses	Not applicable
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INTERNATIONAL DATA TRANSFER AGREEMENT ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

As per Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018 International Data Transfer Addendum to the EU Commission Standard Contractual Clauses VERSION B1.0, in force 21 March 2022, but with the following details as per: Part 1: Tables (Table 1: Parties, Table 2: Selected SCCs, Modules and Selected Clauses, Table 3: Appendix Information, Table 4: Ending this Addendum when the Approved Addendum Changes) completed as herein.

Part 1: Tables

Table 1: Parties

Start date	At the same time the Order comes into force	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: As per Order for Client Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order	Full legal name: As per Order for RLDatix Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order
Key Contact	Full Name (optional): As per Order Job Title: As per Order Contact details including email: As per Order	Full Name (optional): As per Order Job Title: As per Order Contact details including email: As per Order
Signature (if required for the purposes of Section 2)	: By acting in accordance with the Order, data exporter is deemed to have signed this	: By acting in accordance with the Order, data importer is deemed to have signed this

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☐ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	Not applicable	Not applicable	Not applicable			
2	Module Two: Controller to Processor to apply	Shall not apply	Shall not apply	Option 1 to apply	10 UK business days	
3	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	
4	Not applicable	Not applicable	Not applicable			Not applicable

Table 3: Appendix Information

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:

As per completed "Annex 1A: List of Parties" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section completed as per the Order

Annex 1B: Description of Transfer:

As per completed "Annex 1B: Description of Transfer" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section completed as per the Order

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

As per completed "Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section completed as per the Order

Annex III: List of Sub processors (Modules 2 and 3 only):

Permitted as per completed section of "Annex III: List of Sub processors" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer ☐ Exporter ☐ neither Party
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STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS

As per the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, but with (i) MODULE TWO: TRANSFER CONTROLLER TO PROCESSOR to apply, (ii) ANNEX I LIST OF PARTIES, (iii) ANNEX II TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA, and (iv) ANNEX III LIST OF SUB-PROCESSORS, completed as herein.

ANNEX I

A. LIST OF PARTIES

~~MODULE ONE: Transfer controller to controller~~

~~MODULE TWO: Transfer controller to processor~~

~~MODULE THREE: Transfer processor to processor~~

~~MODULE FOUR: Transfer processor to controller~~

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

1.	Name:	As per the Order for Client
	Address:	As per the Order
	Contact person's name, position and contact details:	As per the Order
	Activities relevant to the data transferred under these Clauses:	As per Annex 2, Schedule 2
	Signature and date:	By acting in accordance with the Order, data exporter is deemed to have signed this
	Role (controller/processor):	Controller

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

1.	Name:	As per Order for RLDatix
	Address:	As per the Order
	Contact person's name, position and contact details:	As per the Order
	Activities relevant to the data transferred under these Clauses:	As per Annex 2, Schedule 2
	Signature and date:	By acting in accordance with the Order, data importer is deemed to have signed this
	Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

~~MODULE ONE: Transfer controller to controller~~

~~MODULE TWO: Transfer controller to processor~~

~~MODULE THREE: Transfer processor to processor~~

~~MODULE FOUR: Transfer processor to controller~~

Categories of data subjects whose Personal Data is transferred	As per Annex 2, Schedule 2
Categories of Personal Data transferred	As per Annex 2, Schedule 2
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures	As per Annex 2, Schedule 2
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	As per Annex 2, Schedule 2
Nature of the processing	As per Annex 2, Schedule 2
Purpose(s) of the data transfer and further processing	As per Annex 2, Schedule 2

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period	As per Annex 2, Schedule 2
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	As per Annex 2, Schedule 2

C. COMPETENT SUPERVISORY AUTHORITY

~~MODULE ONE: Transfer controller to controller~~

~~MODULE TWO: Transfer controller to processor~~

~~MODULE THREE: Transfer processor to processor~~

Identify the competent supervisory authority/ies in accordance with Clause 13	For the purposes of Annex I.C:
	If data exporter is established in an EU Member State, the supervisory authority with territorial jurisdiction over data exporter shall be the competent supervisory authority
	If data exporter is not established in an EU Member State, but has appointed a representative, the supervisory authority of the Member State in which the representative is established shall act as competent supervisory authority
	If data exporter is not established in an EU Member State and there is no need to appoint a representative, the - Irish Data Protection Commission shall act as competent supervisory authority Where Controller is established in the United Kingdom, the - Information Commissioner's Office shall act as competent supervisory authority

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

~~MODULE ONE: Transfer controller to controller~~

~~MODULE TWO: Transfer controller to processor~~

~~MODULE THREE: Transfer processor to processor~~

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Shall ensure that they have appropriate technical and organizational measures to protect against and report a Personal Data breach, appropriate to the harm that might result from such Personal Data breach, having regard to the state of technological development and the cost of implementing any measures. Such measures may include where appropriate: pseudonymising or encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after a physical or technical incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Shall ensure that they have appropriate technical and organizational measures to protect against and report a Personal Data breach, appropriate to the harm that might result from such Personal Data breach, having regard to the state of technological development and the cost of implementing any measures. Such measures may include where appropriate: pseudonymising or encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after a physical or technical incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it.

ANNEX III

LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor
~~MODULE THREE: Transfer processor to processor~~

~~EXPLANATORY NOTE: This Annex must be completed for Modules Two and Three, in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).~~

The controller has authorised the use of the following sub-processors: Please see Annex 2, Schedule 4 – List of Sub-processors authorised to be used under the Order (for the provision of the Services under the Order).
and

For the purposes of the various options as per the Standard Contractual Clauses, the following options shall apply:

Clause 7 – Optional (Docking Clauses)	Shall not apply
Option under clause 9(a) (Use of sub-processors)	Option 1: Specific prior authorisation to apply
Pursuant to clause 9(a) (Use of sub-processors) the notice period will be	10 UK business days
Clause 11 (Redress)	Shall not apply
Clause 13 (Supervision)	As per Annex I.C
Clause 17 (Governing Law)	Option 1: "The Parties agree that this shall be the law of _____ (specify Member State).]" That Member State shall be Ireland
	Option 2 (for Modules Two and Three): "Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of _____ (specify Member State).]" That Member State shall be: where the Services are provided
Clause 18 (Choice of forum and jurisdiction)	"b) The Parties agree that those shall be the courts of _____ (specify Member State)." That Member State shall be Ireland

ANNEX 2, SCHEDULE 4 – LIST OF SUB-PROCESSORS AUTHORISED TO BE USED UNDER THE ORDER (FOR THE PROVISION OF THE SERVICES UNDER THE ORDER)

As per bid submission, as completed by details in the Order Form or equivalent

ANNEX 3

Not used

ANNEX 4

Technical and Organisational Measures Information Security Governance Framework

Customer has reviewed and approved the technical and organisational measures as per Annex 4.

1.1 DATA IN TRANSIT PROTECTION

Consumer data transiting networks should be adequately protected against tampering and eavesdropping via a combination of network protection and encryption.

All Allocate Cloud network traffic is also encrypted via SSL using high strength 2048Bit encryption, only SSL is allowed in all instances providing a secure delivery approach.

Any data migrated in or out of the Cloud environment is encrypted with a strong password and transmitted via a secure FTP.

1.2 ASSET PROTECTION AND RESILIENCE

Consumer data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure.

All Cloud environments are within Tier III+ Datacentres with virtualised resilient infrastructure, network topology with multiple points of presence.

- 24/7/365 manned security
- 24/7/365 CCTV onsite and monitoring
- Front desk reception checks
- Numerous ID card gateways
- Man-trap entry systems
- 24/7/365 support offered by in-house qualified engineers
- ISO 27001 / ISO 9001 and PCI compliance
- Full inert gas fire suppression system
- Network-monitored, highly sensitive VESDA fire detection system

1.3 DATA AT REST PROTECTION

Backups are encrypted at system level using 256 Bit AES encryption. Only a minimum of senior authorised staff at Allocate Software have access to the authentication password for restoration.

Backups are taken for a full bare metal restore state and also a copy of system drives for data.

All access is carefully controlled to ensure that only the relevant people have access for critical administration tasks. All staff also sign a non-disclosure agreement for confidentiality.

1.4 DATA SANITISATION & DISPOSAL

Data will be retained for 7 years or the life of the contract. When no longer required or usable, tape cartridges, hard copies, and other similar items used to process or store classified and/or sensitive data shall be properly disposed of.

The following procedures will be followed:

- Diskettes, tape cartridges or hard drives shall be handed to the Allocate Group Information Services team for secure destruction via a certified 3rd party provider.
- Computer electronic files containing sensitive data are deleted and removed from any common shared locations or personal storage devices when they are no longer justifiably required for retention.

- Redundant Databases and data file areas will be deleted so to be reasonably recoverable whilst retaining the integrity of the host storage area i.e. SAN Array.
- Any data sanitization activities are vetted and signed off by a senior manager.
- Disposal of computer equipment is to be carried out by a reputable specialist disposal firm and disposal records are kept for both Information Security and Environmental reasons.
- Any redundant and potentially sensitive files will be data sanitised. Being completely removed ensures that information cannot be recovered using file recovery tools.

1.5 PHYSICAL RESILIENCE AND AVAILABILITY

- Geographically separate Datacentres
- 99.8% uptime SLA excluding planned downtime
- Highly scalable infrastructure to meet future growth demands
- Disaster Recovery (This allows us to bring the service up from an alternative datacentre in a different location in the event of a disaster such as fire, flood or major disruption to power or telecoms).
- 8hr Recovery Time Objective / RTO – this is the time it will take us to recover the system to new a new geographic location should a major disaster occur at the primary site such as a fire or flood.
- 24hr Recover Restore Objective/ RRO – we use the previous night’s backup to recover from a disaster, so the maximum amount of time and work lost would be 24 hours. Higher levels of service are available as options.
- High Availability secure Internet connection

1.6 SEPARATION BETWEEN CONSUMERS

Separation should exist between different consumers of the service to prevent one malicious or compromised consumer from affecting the service or data of another.

- Data is segregated by unique database credentials per customer.
- Databases are unique per customer.
- Database volumes are encrypted.
- Internal IPv4 database traffic is secured to unique ports per customer.
- Application instances are isolated on standalone implementations unique to each customer.
- IaaS model shares hardware such as networks, storage and compute power.
- Aggregated data used for benchmarking, logging and comparisons may be stored in segregated databases and reported anonymously.

1.7 INDEPENDENT TESTING OF IMPLEMENTATION

Independent penetration testing is carried out for each release with a CHECK, CREST and TIGERSCHEME accredited tester. Providing assurance of secure controls, each service is tested quarterly with regular infrastructure tests.

1.8 GOVERNANCE FRAMEWORK

The service provider should have a security governance framework that coordinates and directs their overall approach to the management of the service and information within it.

Allocate operate clear governance practices. Our governance framework is **ISO27001** certified and independently validated:

Certificate No. 143704-2013-AIS-GBR-UKAS

Allocate Software Limited are registered with the Information Commissioners Office:

Date Registered: 28 October 2002

Data Controller: Allocate Software Limited

Registration Number: Z7285503

Allocate Software Ltd complies with the requirements of the Cyber Essentials Scheme:

Certificate No. IASME-A-03954

1.8.1.1 Type/classes of information processed

We process information relevant to the above reasons/purposes. This may include:

- personal details
- family details
- lifestyle and social circumstances
- goods and services
- employment and education details
- financial details
- information necessary for the development and test of software

Allocate Software are registered as a commercial third party with NHS Digital using the DSP Toolkit under organisation code 8HJ28.

1.9 OPERATIONAL SECURITY

The service provider should have processes and procedures in place to ensure the operational security of the service. Allocate operate the following operational processes:

- Configuration and change management - ensuring that changes to the system do not unexpectedly alter security properties and have been properly tested and authorised.
- Vulnerability management - ensuring that security issues in constituent components are identified and mitigated.
- Protective monitoring – taking measures to detect attacks and unauthorised activity on the service.
- Incident Management - ensuring that service can respond to incidents and recover a secure available service.

1.10 CONFIGURATION AND CHANGE MANAGEMENT

Allocate Cloud operates to an ITIL aligned configuration and change management process.

- The status, location and configuration of service components (including hardware and software components) are tracked throughout their lifetime within the service.
- Changes to the service are assessed for potential security impact. Changes are managed and tracked through to completion.

Allocate Cloud operates a well-defined incident management process.

1.11 VULNERABILITY MANAGEMENT

Allocate closely monitor for known vulnerabilities and act accordingly to mitigate:

- 'Critical' patches deployed within 14 calendar days of a patch becoming available
- 'Important' patches deployed within 30 calendar days of a patch becoming available
- 'Other' patches deployed within 90 calendar days of a patch becoming available

'Critical', 'Important' and 'Other' are aligned to the following common vulnerability scoring systems:

National Vulnerability Database Vulnerability Severity ratings: 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST)

Microsoft's Security Bulletin Severity Rating System ratings: 'Critical', 'Important' and the two remaining levels ('Moderate' and 'Low') respectively.

1.12 PROTECTIVE MONITORING

Allocate collect multiple types of audit information and it is regularly analysed. Basic intrusion detection technologies are in place at the perimeter devices. Applications and services are monitored and reported in real time to the Allocate Operations monitoring centre.

1.13 INCIDENT MANAGEMENT

- Security Incident processes are in place for the Allocate Cloud service and are enacted in response to security incidents.
- Pre-defined processes are in place for responding to common types of incident and attack.
- A defined process and contact route exists for reporting of security incidents by consumers and external entities.
- Security incidents of relevance to them will be reported to customers in acceptable timescales.

1.14 PERSONNEL SECURITY

Service provider staff should be subject to personnel security screening and security education for their role.

All privileged access is carefully controlled to ensure that only the relevant people have access for critical administration tasks. All staff are required to sign a non-disclosure agreement for confidentiality.

Allocate operate robust pre-employment screening, effective line management, employee welfare, clear lines of communication, and a strong security culture. This also includes a formal process for managing staff leaving the business. Regular security training is given appropriate to role.

1.15 SECURE DEVELOPMENT

Services should be designed and developed to identify and mitigate threats to their security.

- New and evolving threats are reviewed, tested and the service improved in line with them.
- Agile Development is carried out in line with industry good practice regarding secure design, coding, testing and deployment.
- Configuration management processes are in place to ensure the integrity of the solution through development, testing and deployment.

1.16 SUPPLY CHAIN SECURITY

The service provider should ensure that its supply chain satisfactorily supports all of the security principles that the service claims to implement.

Allocate carry out quarterly service reviews of our infrastructure supply chain and ensure service levels are maintained alongside ISO accreditations and IG compliance.

1.17 SECURE CONSUMER MANAGEMENT

Consumers should be provided with the tools required to help them securely manage their service.

Allocate Cloud customers are authenticated using a predefined approved users list before being able to perform management activities, report faults or request changes to the service.

These activities may be conducted through the Allocate Customer Support web portal, or through other support channels (such as telephone +44 0844 417 9510).

1.18 IDENTITY AND AUTHENTICATION

Access to all service interfaces (for consumers and providers) should be constrained to authenticated and authorised individuals.

- Allocate cloud supports federated authentication services for single sign on
- Access to core applications can be configured using a dedicated encrypted tunnel
- Strong and complex passwords are required
- The system provides an integrated, flexible and comprehensive set of security facilities in order to allow only authorised access to those parts of the system appropriate to a particular type of users

1.19 EXTERNAL INTERFACE PROTECTION

All external or less trusted interfaces of the service should be identified and have appropriate protections to defend against attacks through them.

All external Allocate Cloud interfaces are tested.

Independent penetration testing is carried out for each release with a CHECK, CREST and TIGERScheme accredited tester.

Providing assurance of secure controls, each service is tested quarterly with regular infrastructure tests.

1.20 SECURE SERVICE ADMINISTRATION

The methods used by the service provider's administrators to manage the operational service should be designed to mitigate any risk of exploitation that could undermine the security of the service.

The Allocate Cloud uses dedicated devices on a segregated network. Dedicated devices for service management purposes are used to manage the service from a segregated management network.

The devices are used solely for service management, and not for general purpose use, such as email and web browsing.

Using this approach, the management devices and segregated network are difficult to attack.

1.21 AUDIT INFORMATION PROVISION TO CONSUMERS

Consumers should be provided with the audit records they need to monitor access to their service and the data held within it.

Audit functionality allows users to:

- Store of rosters as required for clinical governance issues
- Provide secure access to the system with different user access levels to see / update data as required (e.g. only certain users can add overtime).
- Provide full audit logging of what user made what changes with both time and date stamps
- Allow rosters to be 'locked down' after they are finalised to prevent unauthorised changes.

In addition, integration of our solution to Microsoft ADFS provides logging of user connections.

Audit trail of changes to data, all data changes made to a HealthRoster Database, be they Inserts, Updates or Deletes are logged to the internal Activity Log Tables (ACTIVITY_LOG and ACT_ITEM_CHANGE_LOG). The ACTIVITY_LOG records the Table level change and the ACT_ITEM_CHANGE_LOG records the details of the changes. These can be reviewed or displayed to users as appropriate (they are not normally displayed to users by default).

1.22 SECURE USE OF THE SERVICE BY THE CONSUMER

Consumers have certain responsibilities when using a cloud service in order for this use to remain secure, and for their data to be adequately protected.

The Customer shall comply with the following responsibilities:

- (i) The Customer shall inform Allocate of any change of use or intended change of use of the Operational Service. For example, if the server is to be made available to a different user base, or a significant change of content is to be planned, or the Customer exceeds the agreed pricing parameters (number of Rostered Units and Number of Employees) then Allocate shall be informed;
- (ii) If such a change results in a change to the charges, Allocate will advise the Customer of this prior to its implementation. In any case Allocate may still need to change its infrastructure allocation.
- (iii) The Customer is responsible for all data security issues, excluding those pertaining to the control of access by Allocates own staff. This includes ensuring usernames and passwords are managed in a secure way and ensuring data is not made publicly available where inappropriate.
- (iv) The Customer shall inform Allocate in advance of any changes to its infrastructure (network, firewalls and other equipment) that might have an impact on the Allocate Cloud Infrastructure.

ANNEX 5

SaaS Services Terms and Conditions and SaaS SLA

SAAS SERVICES TERMS AND CONDITIONS

Parts A and C of these SaaS Services Terms and Conditions apply to all SaaS Services, including the SaaS Services set out in Part B. They are to be read in conjunction with (i) Allocate's General Terms and Conditions for the provision of Services and (ii) the Order Form. Part B contains additional terms and conditions that apply only to certain specific SaaS Services.

PART A – APPLICABLE TO ALL SAAS SERVICES

1 SAAS SERVICES

- 1.1 Subject to the payment of the Charges by the Customer, Allocate hereby grants to the Customer the non-exclusive, non-assignable, non-sub-licensable right to Use the SaaS Service(s) (including any associated Documentation and to permit the specified number of Users to Use the SaaS Service) for the term set out in the Order.
- 1.2 Allocate does not warrant that the Software or the SaaS Services will be error-free, secure or uninterrupted. However, Allocate will use its reasonable commercial endeavours to ensure that the SaaS Services are provided in accordance with:
 - 1.2.1 their applicable service descriptions as set out on the Website; and
 - 1.2.2 the SLAprovided that:
 - 1.2.3 the SaaS Services have been used at all times in accordance with the instructions for Use set out in the Order, the Documentation and the Website;
 - 1.2.4 the Customer has not made or caused to be made modifications, alterations or additions to the SaaS Services, or to linked or associated systems to which the Services sends data, or from which the SaaS Services receives data, via interfaces, that cause it to deviate from the Documentation;
 - 1.2.5 any non-conformance of the SaaS Services is not due to the Customer or third-party acts or omissions;
 - 1.2.6 the Customer has complied with the terms of the Order; and
 - 1.2.7 the Minimum Technical Requirements.
- 1.3 Wherever possible, Allocate shall also use reasonable endeavours to ensure that all scheduled service interruptions shall take place either (i) in accordance with the SLA, or (ii) otherwise outside of office hours.
- 1.4 Allocate reserves the right to amend, vary or change any equipment, software (including the Software) or SaaS Service (including the technical specification for any SaaS Service, the equipment or the software (including the Software) used to provide any SaaS Service) provided that such amendment, variation or change does not materially and adversely affect the provision of the SaaS Services. Where Allocate reasonably considers that it is necessary to suspend the provision of any SaaS Service or any part of a SaaS Service for the purposes of carrying out amendment, variation, change, repair, maintenance or improvement of or to any SaaS Service, Allocate shall be entitled to do at a time of its choosing but where such suspension takes place other than as (i) part of routine scheduled maintenance; or (ii) Out of Hours (as defined in the SLA), Allocate will use reasonable endeavours to notify the Customer prior to any such suspension.
- 1.5 The Customer shall and shall procure that each User shall use the SaaS Service only in accordance with the terms of the Order, the Allocate Acceptable Use Policy and any applicable User Rights. The Customer shall be responsible for all use of the SaaS Service by Users and shall be liable for any breach of an Order by a User as if it were a breach by the Customer. In addition to any other remedies in respect of such breach, Allocate shall be entitled to suspend the access of a User who fails to comply with the Allocate Acceptable Use Policy.
- 1.6 The Customer agrees that it will not, directly or indirectly, or through any intermediate or ultimate direct or indirect parent, affiliate, holding company, subsidiary, subsidiary of any such holding company, agent, or other third party:

- 1.6.1 use the SaaS Services to provide to any third parties, computing services or access thereto, including but not limited to commercial software or computer timesharing, rental or sharing arrangements, or data processing services offered on a service bureau basis;
 - 1.6.2 provide, disclose, divulge or make available to, or permit use of the SaaS Services by persons other than Users without Allocate's prior written consent;
 - 1.6.3 remove or alter any copyright or other proprietary notice on any of the SaaS Services or the Documentation;
 - 1.6.4 exceed the usage parameters specified in the Order; and/or
 - 1.6.5 fail to comply with any Allocate Acceptable Use Policy.
- 1.7 Where, in order to make use of any SaaS Service, the Customer is provided with any encryption keys by Allocate, the Customer agrees that those encryption keys shall be held at the risk of the Customer and it shall be the sole responsibility of the Customer to ensure that those encryption keys are kept safe and secure. The Customer acknowledges that Allocate shall not be able to undertake the restoration of any data where the Customer has lost any applicable encryption key provided to it and that Allocate shall have no liability to the Customer in such circumstances.
- 1.8 Allocate may audit the number of Users accessing the SaaS Service from time to time. Save in respect of any manifest error, the Customer agrees that Allocate's audit results will be deemed to be the correct and accurate number of Customer's Users of the SaaS Service for the audited period(s). However, Allocate agrees that it shall give due consideration to any complaint made by a Customer in respect of such finding provided it is supported by evidence of manifest error.
- 1.9 The SaaS Services are implemented with default settings which may be configured by the Customer. The Customer is solely responsible for ensuring that the default settings and any configured settings meet any relevant laws, rules or guidance. Allocate's assistance with implementation or configuration will not be deemed to be advice, guidance or instructions and in no circumstances will Allocate have any liability to the Customer in relation to any such assistance.

2 CHARGES

- 2.1 The Customer may request that Allocate increase (but for the avoidance of doubt shall not be entitled to request a reduction in) the permitted number of Rostered Units and/or Users on notice to Allocate, provided that the Customer pays the applicable increase in the Charges notified by Allocate to Customer. Such Charges shall be based upon Allocate's then current market rate for the same together with any additional costs associated with any hardware or infrastructure changes which Allocate may need to make to accommodate such increase. If the Customer exceeds the permitted number of Rostered Units and/or Users as set out in the Order Form without notifying Allocate in advance, then the Customer accepts that the SLA shall not apply and Allocate shall have the right to automatically increase the Charges retrospectively.
- 2.2 The Charges for the SaaS Services will be increased by five percent (5%) on each annual anniversary of the Effective Date unless expressly agreed otherwise in the relevant Order Form.

3 TERMINATION

- 3.1 On termination or expiry of an Order for any reason, unless agreed otherwise in writing between the Parties:
 - 3.1.1 the SaaS Services will become inoperative and the Users will be unable to access any data stored by the SaaS Services or otherwise use the SaaS Services in any way; and
 - 3.1.2 the Customer shall and shall procure that the Users shall cease all activities authorised by the Order.
- 3.2 Provided it has received a written request from the Customer for the same, Allocate shall, as soon as is reasonably practicable after termination or expiry of an Order, return the Customer Data to the Customer by providing a copy of the Customer's database to the Customer, in its then current format or such other routinely available format as Allocate may determine at the time. In the event that the Customer does not make such a request within one month of the termination or expiry of an Order, the Customer Data will be deleted and Allocate shall not be liable for any losses, damages, costs or expenses arising out of or in connection with the

same and the Customer shall indemnify Allocate in full and on demand in respect of any costs, expenses, claims, damages or liabilities against or incurred by Allocate arising from such deletion.

PART B
ALLOCATE CLOUD SMS

The terms and conditions set out in this Part B (including Parts B(i) (ii) and (iii)) are applicable only to the SaaS Service known as Allocate Cloud SMS.

However, they are to be read in conjunction with (i) Part C1 of the SaaS Services Terms and Conditions as well as (ii) Allocate's General Terms and Conditions for the provision of Services and (iii) the Order Form.

1. Definitions

- 1.1 For the purposes of this Part B of the SaaS Services Terms and Conditions the terms defined below have the meanings specified:

"Annual Cloud Connect Message Module Fee" means the annual charge payable for the Use of the Cloud Connect Message Module;

"Approved Vendor" means, where the Customer has elected not to purchase SMS Texts from Allocate, a third party that has been approved by Allocate in writing (and in its sole discretion) to provide the SMS Texts (and Allocate hereby confirms that, for Customers listed as part of the Crown Commercial Services NFC8 framework procurement, the third party EE (Everything Everywhere) is so approved);

"Bundle" means the pre-paid bundles of SMS Texts or Message Transfers which are purchased by the Customer in accordance with the Minimum Purchase Requirements, the details of which are set out in a Message Order Form;

"Cloud Connect Message Module" means the provision of:

- (i) the facility to (a) send outbound SMS Texts or Message Transfers; and (b) where relevant, in accordance with the provisions of Part C1 (iii), receive inbound SMS Texts or Message Transfers;
- (ii) support and maintenance of the above facility; and
- (iii) SMS Text or Message Transfer usage notifications and statements for the applicable SaaS Service(s) identified on a Message Order Form;

"Message Order Form" means an order form containing the information set out in Part B (ii), signed by the Customer and Allocate;

"Message Service" means the provision, by Allocate to the Customer, of the Cloud Connect Message Module and the facility to send and/or receive SMS Texts or Message Transfers in connection with the specific SaaS Service(s) identified on the Message Order Form;

"Message Transfer" has the meaning set out in Part B (i);

"Minimum Purchase Requirements" means the higher of (i) one hundred thousand (100,000) SMS Texts or Message Transfers; and (ii) fifty percent (50%) of the previous twelve (12) months SMS Text usage at the time at which the Bundle is purchased;

"On-Premise Software" means any software code which may be provided by Allocate for deployment in the Customer's infrastructure to enable the operation of the SaaS Services;

"SMS Text" has the meaning set out in Part B (i); and

"Usage Charges" means the charges for the Bundles as set out in Part B (i).

2. PROVISION AND USE OF THE SERVICES

- 2.1 On receipt of a valid purchase order and acceptance by Allocate of the first Message Order Form relating to a specific SaaS Service and subject to receipt of the Annual Cloud Connect Message Module Fee, Allocate shall provide the Cloud Connect Message Module for that SaaS Service to the Customer.
- 2.2 Bundles shall be ordered using the Message Order Form and shall comply with the Minimum Purchase Requirements. Allocate shall notify the Customer when seventy five percent (75%) of the current Bundle has

been used and the Customer may order an additional Bundle using the Message Order Form. If the Customer does not order and pay for an additional Bundle before it has utilised one hundred percent (100%) of the current Bundle, Allocate may suspend the Message Service provided that it has notified the Customer in advance of its intention to do so.

2.3 The provision of the Message Service is conditional on the Customer:

2.3.1 continuing to pay the Annual Cloud Connect Message Module Fees; and

2.3.2 using the most current supported version of the applicable SaaS Service; and

the Customer acknowledges that a failure to do so means that the Customer shall not be able to use the Bundles.

2.4 Allocate shall use its reasonable commercial endeavours to ensure that access to the Message Service is available at all times. SMS Texts and Message Transfers shall be regarded as delivered when sent to the destination including SMTP servers, mobile network operators or other intermediate servers or APIs which are determined by the SMS application software to be the message destination. Messages which cannot be delivered to the mobile phone but are delivered in accordance with the foregoing provisions of this clause 2.4 will be charged to the Customer.

2.5 Allocate is not liable for a failure or absence of network coverage. Customer acknowledges that mobile network operators can elect not to partner with the networks of Allocate's suppliers and/or the Approved Vendors which can result in messages not reaching their destination.

2.6 If Allocate provides On-Premise Software to the Customer, Allocate hereby grants Customer a personal, non-transferable, limited licence to install and run the On-Premise Software solely as required to facilitate Customer's use of the Message Service. This licence shall terminate on the earlier of (i) termination of the Message Service or applicable SaaS Service; or (ii) Customer's failure to purchase a Bundle.

2.7 The Customer is solely responsible for and liable for SMS Texts or Message Transfers sent and received via the Message Service.

2.8 The Customer shall ensure that all use of the Message Service by the Customer and its Users do not breach the laws and/or regulations of the EU and any country to or from which an SMS Text or Message Transfer is sent. The Customer hereby indemnifies Allocate in full and on demand against all claims made against Allocate resulting from a breach by the Customer of any laws, regulations and/or codes of conduct applicable to the use of the Message Service.

2.9 The Customer shall promptly notify Allocate if it becomes aware of any unauthorised use of the Message Services.

3. PROVISION OF SMS TEXTS BY AN APPROVED VENDOR

3.1 Where the Customer has engaged an Approved Vendor to provide the SMS Texts, the Customer shall:

3.1.1 provide to Allocate the Customer's account credentials with the Approved Vendor and all other information reasonably requested by Allocate to enable Allocate to integrate the Approved Vendor's SMS Texts with the Message Service;

3.1.2 where the Message Order Form makes provision for Users to respond to the Customer by SMS message, provide details of the virtual number to which such SMS messages will be sent, as provided to the Customer by the Approved Vendor; and

3.1.3 be responsible at all times for complying with the terms and conditions of the Approved Vendor relating to the provision and use of SMS Texts, including any Acceptable Use Policy of the Approved Vendor.

3.2 The Customer hereby acknowledges and agrees that Allocate shall not be liable for any delay or failure to comply with its obligations hereunder, and the Customer shall indemnify Allocate in full and on demand in respect of any costs, expenses, claims, damages or liabilities arising from any delay or failure by the Customer to comply with the provisions of this clause 3.

4. CHARGES

- 4.1 The Annual Cloud Connect Message Module Fee is payable annually in advance. The Usage Charges are payable on acceptance of the applicable Message Order Form by Allocate.
- 4.2 Bundles shall expire eighteen (18) months after purchase and no refunds shall be provided.
- 4.3 Allocate may increase the Annual Cloud Connect Message Module Fee and/or the Usage Charges:
 - 4.3.1 annually in accordance with the corresponding increase in RPI; and
 - 4.3.2 at any time, if Allocate's suppliers increase the cost to Allocate of the procurement of the SMS related services, provided that any such increase in the Annual Cloud Connect Message Module Fee and/or the Usage Charges shall reflect the increase in the procurement of the related services to Allocate and shall not include any increase in profit margin for Allocate.

5. LIMITATION OF LIABILITY

- 5.1 Allocate shall not be liable for lost or corrupted data, non-delivery, missed deliveries or interruptions in the Service caused by circumstances which are:
 - 5.1.1 beyond Allocate's control; or
 - 5.1.2 caused by errors or failure by the Customer or by the Customer's technical equipment or connections to the Message Service; or
 - 5.1.3 caused by any delay or failure by Allocate's suppliers or an Approved Vendor; or
 - 5.1.4 a result of any failure by the Customer to pay the Annual Cloud Connect Message Module Fee and/or the Usage Charges or any payment due to an Approved Vendor.

PART B (i)

BASIS OF CHARGING FOR ALLOCATE CLOUD SMS

SMS Text:

SMS Texts are a maximum of one hundred and sixty (160) characters long and made up of characters from a standard reduced alphabet. Certain special characters use up two (2) characters from the message.

SMS Texts written in languages such as Chinese, Cyrillic, Arabic or Thai contain characters outside the standard reduced alphabet and are required to be sent using the Unicode standard. Unicode SMS Text messages are limited to seventy (70) characters.

When messages exceed one hundred and sixty (160) characters (or seventy (70)) characters for Unicode) the message is split into multiple SMS fragments (each a “**Fragment**”) and is recombined as a concatenated SMS message by the handset.

On networks which do not support concatenated SMS, the Fragments are delivered as individual SMS text messages rather than one concatenated SMS text message.

For the purposes of the Order, each Fragment is an SMS Text. Therefore, for the avoidance of doubt, if a message exceeds one hundred and sixty (160) characters (or seventy (70) characters for Unicode messages), there will be a charge for multiple SMS Texts.

Where the Customer contracts for SMS Text messages directly with an Approved Vendor, Allocate will provide “Message Transfers”, each Message transfer is equivalent to one SMS Text and will transfer a text message from the applicable SaaS Service(s) to the SMS text provider. There is a charge to transfer messages.

TARIFF 1 – SMS Text Messages

Charges

Annual Cloud Connect Message Module Fee:

£1,350 plus VAT per annum

The above includes a dedicated phone number.

Usage Charges:

Outbound SMS Texts: 3.9 pence + VAT per SMS Text

Inbound SMS Texts: 0.0 pence + VAT per SMS Text

With this tariff, SMS Texts are supplied by Allocate.

TARIFF 2 – Message Transfer

Charges

Annual Cloud Connect Message Module Fee:

£1,230 plus VAT per annum

Usage Charges:

Transfer messages to and from the Local SMS Provider: 1.25 pence + VAT per outgoing message.

Each Message Transfer is equivalent to one SMS Text.

With this tariff, SMS Texts are not supplied by Allocate. The SMS Texts are purchased by the Customer directly from an Approved Vendor.

TARIFF 3 – Unlimited Message Transfer

Charges

Annual Cloud Connect Message Module Fee:

£8,000 plus VAT per annum for the SaaS Service known as BankStaff.

Optional: £1,000 +VAT per annum to add support for HealthRoster message Transfer.

Usage Charges:

Transfer messages to and from the Local SMS Provider: 0.0 pence + VAT per outgoing message. Each Message Transfer is equivalent to one SMS Text.

With this tariff, SMS Texts are not supplied by Allocate. The SMS Texts are purchased directly from an Approved Vendor.

PART B (ii)

MESSAGE ORDER FORM FOR ALLOCATE CLOUD SMS

Bundle: [minimum one hundred thousand (100,000) SMS Texts or Message Transfer transactions]

Bundle Order

Customer: _____

Customer contact : _____

Contact email: _____

Order date : _____

Payment Terms Payable on order date

<u>TARIFF</u>	<u>Select ONE</u> <u>Tariff</u>	<u>SaaS Service/Products</u>	<u>Bundle</u>
<u>TARIFF 1 – SMS Text Messages</u>	<u>(Y/N)</u>	<u>BankStaff (Y/N)</u> <u>HealthRoster (Y/N)</u>	<u>xxx,xxx SMS Texts – Total</u> <u>£xxx,xxx</u>
<u>TARIFF 2 – Message Transfer</u>	<u>(Y/N)</u>	<u>BankStaff (Y/N)</u> <u>HealthRoster (Y/N)</u>	<u>xxx,xxx Message Transfer</u> <u>transactions – Total £xxx,xxx</u>
<u>TARIFF 3 – Unlimited Message Transfer</u>	<u>(Y/N)</u>	<u>BankStaff Only (Y)</u> <u>BankStaff AND HealthRoster (Y/N)</u>	<u>Unlimited</u>

For and on behalf of Allocate Software Limited	For and on behalf of [insert full Customer name]
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

PART B (iii)

SAAS SERVICES COMPATIBLE WITH ALLOCATE CLOUD SMS

SaaS Service (current version only)	Functions Supported
HealthRoster	Send Notifications as SMS Texts
BankStaff	Send SMS Texts Receive SMS Texts

Part B

LOOP

The terms and conditions set out in this section of Part B are applicable only to the SaaS Service which incorporates Loop as constituent whether in whole or in part.

However, they are to be read in conjunction with (i) Part C1 of the SaaS Services Terms and Conditions as well as (ii) Allocate's General Terms and Conditions for the provision of Services and (iii) the Order Form.

1. Allocate and the Customer agrees:

- 1.1 Loop is provided on an "as is" basis,
- 1.2 Allocate does not warrant Loop will be error-free, secure or uninterrupted,
- 1.3 no warranty or representation is given by Allocate as to the quality, accuracy, suitability or availability of Loop, or any information provided to the Customer relating to the same, and all terms implied by law or otherwise are excluded to the maximum extent permitted. Nothing in this paragraph excludes or limits any liability which cannot be excluded by law,
- 1.4 all Intellectual Property Rights in Loop, information obtained by and/or disclosed to the Customer relating to the same, and all related documentation (including in and to any changes, corrections, bug fixes, enhancements, updates and other modifications thereto) are vested in and owned by Allocate or its licensors. The Customer must not claim ownership of any rights in or to the aforementioned, or seek to challenge Allocate's or its licensors ownership of or the validity of the Intellectual Property Rights to the same, or assist any person to do so,
- 1.5 the Customer shall not, and shall procure that all end users of Loop shall not modify, translate, create or attempt to create derivative copies of or copy the services, Loop, the software associated with it (including any modifications) (whether in whole or in part); reverse engineer, decompile, disassemble or otherwise reduce the object code of the software to source code form; distribute, sub-license, assign, share, timeshare, sell, rent, lease, transfer, transmit, distribute, display, disclose, grant a security interest in or otherwise commercially exploit (i) the services, Loop, the software associated with it (including any modifications) or (ii) any of the Customer's rights to use any of the same,
- 1.6 any website logs, site statistics or other data collected by Allocate shall be and remain Allocate's sole and exclusive property,
- 1.7 at any time, Allocate reserves the right to change any part of Loop; suspend access to all or any part of Loop and replace it with another version; disable it or require the Customer or any of its users to cease using it without liability, and/or remove or disable access to any content within Loop at Allocate's discretion,
- 1.8 the Customer shall and shall procure each end user of Loop abide by the terms of the "Loop Annex - Allocate Loop Terms and Conditions (Uk)" (which is an End User Licence Agreement),
- 1.9 the Customer shall assume full responsibility for the acts and omissions of each end user of Loop, and shall be liable for any breach(es) of the same as if it were a breach by the Customer,
- 1.10 any duty, obligation or prohibition incumbent upon the Customer shall be interpreted as a duty to procure that each end user of Loop comply with the same.

LOOP ANNEX - ALLOCATE LOOP TERMS AND CONDITIONS (Uk)

These Terms and Conditions (Terms) are a legal agreement between you and Allocate granting you limited rights to access and use our Allocate Loop software available as a SaaS service or by downloading the Loop mobile application (Software), subject to these Terms.

BY USING THE SOFTWARE, YOU AGREE TO THESE TERMS. YOU SHOULD READ THESE TERMS CAREFULLY BEFORE INDICATING ACCEPTANCE DURING THE SIGN-UP PROCESS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SOFTWARE.

THE PARTIES AGREE AS FOLLOWS:

1. Licence

We grant you a personal, non-exclusive, royalty-free, non-transferable, revocable licence during the Term to download and use the Software solely for your own personal, non-commercial use, without the right to sub-licence such rights, solely on the terms and subject to the conditions of these

Terms. Term means the period from the date that you accept these Terms by clicking the "I ACCEPT" button below (Acceptance Date) until the date of termination or expiry of these Terms.

2. Privacy

The Software requires the collection and use of your personal information. Our Privacy Policy explains how we collect, use and share information. Our Privacy Policy forms part of these Terms and applies to your use of the Software.

3. Registered and Licensed Users

- 3.1 In order for you to download, access and use the Software, you must create an account and provide us with an email address and obtain a unique password for accessing and using the Software (Password). It is your responsibility to ensure that you keep your Password and other account details secure and confidential. They must not be disclosed to or used by any other person. You are responsible and wholly liable for all acts or omissions committed by any other person who accesses and / or uses the Software through or by means of your account or Password. If you suspect that any third party has accessed your account or Password, please promptly notify the Allocate support desk.
- 3.2 Your account is linked to you as an individual, not a healthcare organisation. It is your sole responsibility to connect within the Software with any of the organisations having accepted you as a user and which are relevant to you and whose content, updates and other relevant information you wish to receive through the Software. You acknowledge and agree that the relevant healthcare organisation(s) may automatically subscribe you to follow pages within the Software and/or for you to receive targeted or organisation-wide communications from that organisation through the Software.

4. User Obligations

4.1 You shall:

- (a) only use the Software in the manner, and for the purposes, expressly specified in these Terms;
- (b) not impersonate others or create an account for someone else unless you have their express written permission;
- (c) not submit any content within the Software that may be deemed to be offensive, illegal or inappropriate;
- (d) not post any private or confidential information within the Software or do anything that otherwise infringes the rights of any third party, including intellectual property;
- (e) except as expressly provided in these Terms, not use, reproduce, dispose of, deal with, rent, lease, loan, modify, adapt, reverse engineer, decompile or disassemble the whole or any part of the Software;
- (f) except as expressly provided in these Terms, not copy, reproduce, republish, upload, post, transmit, or distribute the Software, or any portion thereof, or facilitate or permit any third party to do so;
- (g) not incorporate or allow the Software to be incorporated in any other software;
- (h) not attempt to access any systems, programs or data of ours that are not licensed under these Terms;
- (i) not use any device or software to interfere or attempt to interfere with the proper operation of the Software;
- (j) safeguard the Software from access by anyone other than yourself; and
- (k) not delete or in any manner alter any notices, disclaimers, insignia, lettering or other legends contained in the Software or appearing on any screens, documents, reports, numeric results or other materials obtained by you through use of the Software.

5. User Representations and Warranties

You represent and warrant to us that you:

- (a) have authority to enter into these Terms;
- (b) you are at least 16 years old;
- (c) you are not prohibited from receiving the Software under any laws applicable to you; and
- (d) we have not previously disabled your account for violation of the law, these Terms or any of our policies.

6. Liability

6.1 Except as otherwise expressly provided in these Terms:

- (a) the Software is provided "as-is" and, to the maximum extent permitted by applicable law, we disclaim all terms, conditions and warranties of any kind, express (unless set out in these Terms) or implied, regarding the Software, any content sent or received by you through the Software, or otherwise relating to these Terms, including terms, conditions and/or warranties of fitness for a particular purpose, satisfactory quality, merchantability, non-infringement and accuracy. To the extent any warranty exists under law that cannot be disclaimed, Allocate, not Apple (as defined below), shall be solely responsible for such warranty;
- (b) we do not warrant or represent that the Software is or will be accurate, free from defects, complete, without error, or free of viruses, worms, other harmful components, or other program limitations, or that it will function correctly or at all;
- (c) we make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of the Software or any content sent or received by you through the Software; and
- (d) use of the Software is entirely at your own risk and we shall have no liability or responsibility to you under or in relation to these Terms.

6.2	You shall use the Software at your own risk and in no event shall we be liable to you for any loss or damage of any kind (except personal injury or death resulting from our negligence) arising from your use of or inability to use the Software or from faults or defects in the Software whether caused by negligence or otherwise.
6.3	Any use or reliance on any content sent or received by you through the Software is at your own risk. Allocate does not verify, endorse, support, represent or guarantee the completeness, accuracy or reliability of any such content. You understand that by using the Software, you may be exposed to content that may be inaccurate or inappropriate. All content is the sole responsibility of the person or organisation who originated that content. Allocate may not monitor or control the content posted via the Software and Allocate, and Apple, do not take responsibility for such content. Without limiting the foregoing, it is your responsibility to verify information relating to your shifts including the timing and location of those shifts.
6.4	The express terms of these Terms are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.
6.5	Subject to Clause 6.7, without prejudice to any provision of these Terms, our maximum aggregate liability to you under or in relation to these Terms or any matter arising out of it shall be £100.
6.6	Neither party is liable to the other under or in connection with these Terms for any: (a) loss of profit, revenue, savings, business, data and/or goodwill; or (b) consequential, indirect, incidental or special damage or loss of any kind.
6.7	Nothing in these Terms shall operate to avoid or exclude the liability of either party for death or personal injury caused by its negligence or for fraud.
7.	Term and termination
7.1	These Terms and your right to use the Software shall be effective from the Acceptance Date and shall continue in force unless and until terminated in accordance with the provisions set out in this Clause 7.
7.2	You may terminate these Terms by deleting your account and discontinuing your use of the Software. However, content you have posted to the Software will continue to appear if you have shared it with others and they have not deleted it. Content you delete may persist for a period of time in backups in accordance with our Privacy Policy and for as long as necessary to fulfil any legal, regulatory, tax, accounting or reporting requirements.
7.3	We may terminate these Terms immediately in the following circumstances: (a) you are no longer employed by the organisations having accepted you as a user; (b) you are in material breach of any term of these Terms; or (c) you become bankrupt, are wound up or become subject to administration or receivership or any similar thing under any law.
7.4	We may terminate these Terms if we discontinue the Software or if we cease offering the Software (in which case we will endeavour to give you at least 14 days' notice before doing so).
7.5	If we have the right to terminate these terms pursuant to Clause 7.3(a), we may (instead of terminating these Terms): (a) immediately suspend your access to the Software; and (b) notify you of the breach giving rise to the right to terminate and request that you rectify the breach within the period specified in that notice. If you fail to rectify the breach within this period, we may terminate the agreement.
7.6	Any termination of these Terms shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.
7.7	On termination of these Terms, you must immediately cease using the Software and, unless we otherwise agree in writing, you may not directly or indirectly download, access or use the Software. Without prejudice to the foregoing, we shall also be entitled on termination of these Terms to disable the Software if you have not destroyed/deleted it.
7.8	Clauses 4.1.7, 4.1.8, 6, 7.7, 7.8, 8, 9, 14, and 15 shall survive these Terms on termination.
8.	Reservation of rights
We reserve the right to:	
	(a) change any part of the Software at any time; (b) suspend access to all or any part of the Software and replace it with another version at any time during the Term; (c) disable the Software or require you to cease using it at any time for any reason whatsoever without liability to you; (d) remove or disable access to any content within the Software at our discretion for any or no reason. If you feel that content made submitted to the Software by another user of the Software is objectionable or otherwise inappropriate, please contact us at legal@allocatesoftware.com; and (e) communicate electronically with you about your account, Allocate and any other Allocate products or services we believe may be relevant to you. Our third party partners may also submit content, including advertising, through the Software. You consent to receive such communications through the Software or in accordance with clause 14.1. You can control most communications

from the 'settings' within the Software. We may need to provide you with certain content such as service announcements and administrative messages and you may not be able to opt-out from receiving these.

9. Intellectual Property Rights

9.1 We or our licensors own all rights, title and interests in the Software including trade secrets, patents, copyrights and database rights, and the Software shall remain the sole and exclusive property of us or our licensors. Except as provided in clause 1 of these Terms, you have no, and are not granted, any right, title, interest or licence in the Software.

9.2 You grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free licence with the right to sublicense, use, copy, transmit, distribute, create derivative works of, display and perform the same in respect of any materials or other information (including, without limitation, ideas, concepts or techniques for new or improved services and products) submitted by you as feedback in relation to the Software, whether as data, questions, comments, or suggestions. You may submit feedback by emailing us at loop@allocatesoftware.com.

9.3 We do not own any content you submit, post or display on or through the Software. Instead, you grant us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to use, copy, reproduce, process, adapt, modify, public, transmit, display, store and distribute such content. Subject to clause 7.1, you can end this licence at any time by deleting your account in accordance with clause 7.2

9.4 You agree and understand that any website logs, site statistics or other data collected by us shall be and remain our sole and exclusive property.

9.5 These Terms do not grant you a licence to use any of our trademarks, trade names, or logos, and you recognise that our trademarks, trade names and logos are valuable assets of ours and that substantial recognition and goodwill are associated with them. You agree that you shall not use or permit any third party to use, at any time, our trademarks, trade names, or logos.

10. Hardware and Service Requirements

You are solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services not owned or operated by or on behalf of us, to enable you to download, access and use the Software, and for all expenses relating thereto (plus any applicable taxes). You agree to download, access and use the Software in accordance with any and all operating instructions or procedures that may be issued by us, as amended by us from time to time. You must promptly implement all updates, patches and upgrades to the Software and, if instructed, uninstall and replace the Software with any new versions or releases that we provide to you.

11. Performance

You understand and agree that the operation and availability of the systems used to transmit information or for accessing and interacting with the Software including, the public telephone, computer networks and the internet, whether or not supplied or made available by us, you or others, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software. We are not in any way responsible for any such interference with or prevention of your access and/or use of the Software.

12. Training and Support

Unless we otherwise agree, we will not provide any training or support to you relating to the Software.

13. Third Party websites or resources

The Software may contain links to third party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third party websites or resources. You must comply with applicable third party terms when using the Allocate Loop app.

14. Notices and Acceptance

14.1 Notices

All questions, complaints or claims concerning these Terms or the Software shall be submitted to us by you via email at legal@allocatesoftware.com. All notices to be given under these Terms by you shall be sent to the same email address.

All notices to be given under these Terms to you by us shall be submitted via the Software or email to the address notified to us by you as part of the registration process, or such other email address as you may confirm to us by updating your registration details. It is your responsibility to ensure that you have provided us with current and correct email details. All notices sent by us via the Software or to the email address last provided by you shall be deemed valid and effective from the date we post it to the Software or email it to you and we shall not be liable or responsible if any notice fails to reach you because you have not provided us with the correct details or have failed to keep them up to date.

14.2 Acceptance

By clicking that you agree to these Terms during the sign-up process for the Software and providing us with your email address you agree and consent to:

- (a) contract electronically with us in accordance with these Terms; and
- (b) receipt of electronic legal notices regarding these Terms to the email address you have provided to us.

15. General Provisions

15.1 Severability and Waiver

If any term of these Terms is found to be illegal, invalid, or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

Any waiver by the other party in writing of any of the other party's obligations under these Terms, or any failure to insist upon strict compliance with any obligation shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.

15.2 Definitions and Headings

References to:

- (a) The Software include references to all modifications, patches, updates, upgrades, new versions and releases of the Software provided by us to you, unless provided to you under the terms of any separate licence agreement entered into between us;
- (b) You and your are to you as the individual accessing and using the Software; and
- (c) We, us, our and Allocate are to Allocate Software Limited, a company incorporated in England and Wales (company no: 2814942) having its registered office at 2nd Floor, 1 Church Road, Richmond, TW9 2QE, and its permitted successors and assignees.

Headings used in these Terms are for reference purposes only and do not define or limit the scope or extent of the clauses to which they relate or in any way affect these Terms.

15.3 Assignment and Sub-contracting

These Terms and your rights, duties and obligations hereunder are personal to you and you may not assign your rights, delegate your duties or subcontract your rights without our prior written consent, which we may provide or withhold at our entire discretion. We may assign, transfer, or delegate these Terms and/or all or any of our rights and obligations under it or grant or sub-contract all or any of such rights and obligations to any person or entity. The parties' rights and obligations will bind and inure to the benefit of their respective successors and permitted assigns.

15.4 Amendments

We reserve the right, at any time, to change the terms of these Terms, including our Privacy Policy, by posting a revised version on the Software or through other communications to you in accordance with clause 14.1. Any use of the Software by you after such notification of any such changes shall constitute your acceptance of these Terms as modified. If you do not agree to be bound by the modified Terms, then you must not continue to use the Software. These Terms may not otherwise be amended except as agreed by both parties in writing.

15.5 Entire Agreement

- (a) Each party acknowledges that, in entering into these Terms, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in these Terms and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- (b) This document is the entire agreement between the parties and supersedes all other agreements or arrangements, whether written or oral, express or implied.
- (c) You and we acknowledge and agree that the allocation of risk and liability contained in these Terms is reasonable in all the circumstances having regard to all relevant factors including the functionality and capabilities of the Software and the testing and evaluation purposes of this licence.
- (d) Nothing in this Clause 15.5 limits or excludes liability for fraudulent misrepresentations.

15.6 Injunctive Relief

Each party acknowledges that a violation of Clauses 1, 3, 4, 9 and 10 of these Terms would cause irreparable harm to the other party for which no adequate remedy at law exists and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of Clauses 1, 3, 4, 9 and 10. The prevailing party shall be entitled to recover all costs and expenses, including reasonable legal fees incurred because of any such legal action.

15.7 Force Majeure

We will not be responsible for any failure to perform due to causes beyond our reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.

15.8 Contracts (Rights of Third Parties) Act 1999

These Terms is enforceable only by you and us and nothing in these Terms confers or is to be deemed to confer a benefit on a person not a party to these Terms. It is hereby agreed between the parties that the Contracts (Rights of Third Party) Act 1999 shall not apply to these Terms.

15.9 Law

These Terms shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

16. Platform provider additional terms

If you downloaded the Allocate Loop iOS app from the Apple App Store, the following additional terms apply, as required by Apple, Inc. (Apple):

- (a) You acknowledge that these Terms are concluded between you and Allocate only, and not Apple. Allocate, not Apple, is solely responsible for the Software, the Allocate Loop iOS app and their content. Although Apple is not a party to these Terms, Apple and its subsidiaries are third party beneficiaries of these Terms. Apple has the right to enforce these Terms against you as a third party beneficiary relating to your use of the Software or the Allocate Loop iOS app;
- (b) You may only use the Allocate Loop iOS app on an iPhone, iPod Touch, iPad, or other Apple device or Apple-branded product(s) that you own or control and as permitted by the Usage Rules set out in the Apple Media Services Terms and Conditions;
- (c) Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Allocate Loop iOS app;

- (d) Allocate does not make any warranties concerning the Allocate Loop iOS App. To the extent you (or any third party) have any claim arising from or relating to the Allocate Loop iOS App or your possession and/or use of the Allocate Loop iOS App, Allocate, not Apple, is responsible for addressing such claims, which may include, but are limited to: (i) any product liability claim; (ii) any claim that the Allocate Loop iOS app fails to conform to any legal or regulatory requirement; and (iii) any claim arising under consumer protection, privacy or similar legislation. Nothing in these Terms shall be deemed an admission that you may have such claims;
- (e) Allocate shall not be obligated to indemnify or defend you with respect to any third party claim arising out of or relating to the Allocate Loop iOS app. To the extent Allocate is required to provide indemnification by applicable law, Allocate, not Apple, shall be solely responsible for the investigation, defence, settlement and discharge of any claim that the Allocate Loop iOS app or your possession and use of it infringes any third party intellectual property right; and
- (f) You represent and warrant that (i) you are not located in a country that is subject to a U.S Government embargo, or that has been designated by the U.S Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S Government list of prohibited or restricted parties.

PART B SAFECARE AND MODULES UNDER SAFECARE

The terms and conditions set out in this section of Part B are applicable only to the SaaS Service where the legacy Allocate product/service is called Safecare and/or where there are modules under Safecare. However, they are to be read in conjunction with (i) Part C1 of the SaaS Services Terms and Conditions as well as (ii) Allocate's General Terms and Conditions for the provision of Services and (iii) the Order Form.

The following additional terms and conditions as per Annex 1 are incorporated:

Annex 1

Notwithstanding any other provision, the following terms shall govern the provision and use of the Modules:

1. Licence
 - 1.1 The Supplier hereby grants to the Customer, subject to the provisions of this Contract, a non-exclusive, non-sublicensable, non-transferable licence under the Licensed Intellectual Property to use the Modules during the Term.
 - 1.2 "Licensed Intellectual Property" means any copyright that subsists in the Modules.
 - 1.3 "Modules" means the following modules in SafeCare: Adult Inpatient Ward SNCT; Emergency Department SNCT; Emergency Department SNCT; Adult Acute Assessment Units SNCT; Children & Young People's Inpatient Wards in acute hospitals SNCT; Mental Health Optimal Staffing Tool (MHOST). "Term" means until the end of the term of this Contract or 14 December 2024 if earlier.
 - 1.4 "Supplier" shall mean Allocate Software Limited, a company registered in England and Wales under company registration number 02814942 having its registered office at 1 Church Road, Richmond, TW9 2QE.
 - 1.5 Clauses 1.1 to 1.3 (inclusive) of Part A of Annex 5 to Allocate Software Limited's General Terms and Conditions for the provision of Services by Allocate Software Limited (with Part C1 and Part C2) ("General Terms") shall not apply in respect of the provision and use of the Modules.
2. Warranties
 - 2.1 The Customer acknowledges that specific results from use of the Modules cannot be guaranteed and any results, materials, information, or other items provided under this Contract are provided 'as is' and without any express or implied warranties, representations, or undertakings. The Customer further acknowledges that the Modules are not designed to make clinical decisions.
 - 2.2 Each party acknowledges that it does not enter into this Contract in reliance on any representation, warranty or other provision except as expressly provided in this Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from this Contract to the fullest extent permitted by law.
 - 2.3 Without limiting the scope of clause 2.2 above, the Supplier does not make any representation or give any warranty or undertaking as to the efficacy or usefulness of the Modules or that the use of any of the Modules will not infringe any other intellectual property or other rights of any other person.
3. Indemnity
 - 3.1 Excluding Claims to invalidate the Supplier's or its licensors' rights in the Modules or any third party Claim of copyright in the Modules, the Customer shall indemnify the Supplier and its Affiliates, its licensors and their Affiliates, and each of their respective Representatives (together the "Indemnified Parties") against any Loss suffered or incurred by any of the Indemnified Parties in connection with any Claim against any of the Indemnified Parties by any third party, such Claim arising out of or in connection with the use by the Customer of the Modules.
 - 3.2 The indemnity in clause 3.1 above shall be subject to the relevant Indemnified Party:
 - (a) as soon as reasonably practicable after becoming aware of any Claim, giving written notice to the Customer of the Claim;
 - (b) not making any admission of liability, concluding any agreement in relation to such liability or making any compromise in relation to the subject matter of the indemnity without the consent of the Customer (such consent not to be withheld or delayed unreasonably); and
 - (c) promptly upon request, giving the Customer's professional advisers reasonable assistance in connection with the Claim provided that the Customer shall pay a reasonable fee for the time of the Indemnified Party spent in connection with such assistance.
 - 3.3 "Claim" means any claim, demand, action or proceeding. "Loss" means any loss, damage, liability, judgment, fine, penalty, charge and any other cost and expense of any nature or kind whatsoever, including legal costs and any costs of recovery. "Representatives" means trustees, council members, directors, officers, employees, students, contractors, consultants and other researchers.
 - 3.4 "Affiliates" means, in relation to an entity, any entity or person that Controls, is Controlled by, or is under common Control with that entity. "Control" means, in relation to any entity: (a) having, directly or indirectly, the power to direct, or cause the direction of, the management and policies of that entity, whether through the ownership of voting securities in that or any other entity, by contract

or otherwise; or (b) holding, directly or indirectly, such securities (or other rights) as confer on the holder thereof the right to exercise more than fifty percent of all votes exercisable in general meeting of the members of such entity; and in this definition the term "entity" shall include, without limitation, any corporation or partnership wherever established. An entity which Controls another entity ("Subsidiary"), shall be deemed to also Control any further entities Controlled by such Subsidiary.

3.5 Clause 6.2 of the General Terms shall not apply in respect of the provision and use of the Modules.

4. Limitation of Liability

4.1 Without prejudice to clause 7 of the General Terms and subject to clause 4.2 below, to the extent that either party has any liability (whether in contract, tort (including negligence), or otherwise) under or in connection with the provision or use of the Modules:

- (a) the aggregate liability of the Supplier shall be limited to the total amount paid by the Customer to the Supplier in respect of the Modules in the twelve (12) months preceding the date on which the circumstances giving rise to the liability occurred; and
- (b) neither party shall have any liability to the other under or in connection with this Contract for any:
 - (i) wasted management or other staff time;
 - (ii) losses or liabilities under or in relation to any other contract; or
 - (iii) indirect or special loss or damage.

4.2 Notwithstanding any other provision of this Contract, neither party's liability under or in connection with this Contract shall be excluded or reduced to the extent that it arises in respect of the following matters:

- (a) deliberate breach of this Contract whether caused by any party or through the deliberate or wilful acts or omissions of its Affiliates or Representatives;
- (b) any matter in respect of which, by law, liability cannot be excluded or reduced.

PART B

LEGACY SELENITY PRODUCT/SERVICE CALLED SELENITY EXPENSES INCORPORATING DRIVERS COMPLIANCE PACK

The terms and conditions set out in this section of Part B are applicable only to the SaaS Service where the legacy Selenity product/service called Selenity Expenses incorporates Drivers Compliance Pack

However, they are to be read in conjunction with (i) Part C2 of the SaaS Services Terms and Conditions as well as (ii) Allocate's General Terms and Conditions for the provision of Services and (iii) the Order Form.

The Customer shall and shall procure each end user of the legacy Selenity product/service called Selenity Expenses which incorporates Drivers Compliance Pack to abide by the terms of the "Licence Check Limited End User" agreement (which is an End User Licence Agreement)

Licence Check Limited End User

Licence Agreement for Driving Licence Verification Service

These Terms and Conditions are minimum terms where the Driving Licence Checking Service is supplied to the Client by an authorised Channel Partner of the Company's DLVS Service and must be adhered to at all times.

Definitions

"ADD" means "Access to Driver Data" the service provided by the DVLA under licence to the Company to allow requests for individual Licence Holder records to be submitted to the IEP (Independent Enquiries Platform) the central database containing the driving licence records for Great Britain (England, Scotland and Wales).

"Approval" means the completion of the Data Processing Declaration form or E-Approval process.

"E-Approval" means the use by the Client of any procedure(s) as meeting the minimum requirements for electronic permissioned solutions and therefore considered suitable for use as an alternative to the D906/ADD paper-based Permission process. In order to be considered suitable, the E-Approval process must satisfy a number of criteria specified by the DVLA, including a verification of the Licence Holder identity, clear notices about the legal purpose for collecting the information, its duration and effect, an opportunity to refuse or withdraw Permission, privacy notice and the required wording for a formal declaration of Permission. For the avoidance of doubt, E-Approval is not available as an option for Requests to DVA NI.

"Basic CPC and Tacho Data" means the information stored as part of the driver record within the DVLA ADD service. This includes the Tacho Card number, validity dates and a status code and CPC valid from and to dates for LGV and PSV. "Client" means the legal entity or person that purchases the Service from the Company either directly or through a Channel Partner/agent of the Company, including any third-party products or solutions that are attached to or incorporated within the Service from the Company.

"Client Driver" means a Data Subject who is registered in the portal and is associated with or linked to a Client Account as a Permitted User.

"CPC" means Certificate of Professional Competence for vocational drivers of lorries and buses.

"Channel Partner" means a person or organisation acting as a Channel Partner or distributor of the Service either by implementing LICENCECHECK directly within their own application or services (Integration Partner) or by using the standard Service offered directly to Clients by the Company, but with the Channel Partners own branding or labelling (a "white label" service) (a Solution Partner). In either event the Channel Partner will unless otherwise agreed invoice and collect fees for use of the Service from their Clients.

"Company" means Licence Check Limited whose registered office is at Century House, St James Court, Friar Gate, Derby DE1 1BT, United Kingdom. It will also include any sub-contractors and Channel Partner agents that we appoint to resell and/or deliver the Service to the Client.

"Contract Start Date" the date specified on the Order Form. "Data Subject" means the individual employee, potential employee, dependent driver or contractor whose Driver Information is provided by the Client or by the Client Driver at the request or instruction of the Client and whose Client Information and Output Data will be processed through the Service.

"Data Protection Data Processing Declaration Form/Driver Data Processing Declaration Form/Data Processing Declaration Form" means the D906/ADD Driver Data Processing Declaration

Form issued in approved format, naming the Client and the Company, with the relevant details completed by the driver and signed by them indicating they have been notified of the justification for searches against their driver record held by the DVLA. The Data Processing Declaration Form lasts for 3 years from the date of issue unless (i) it is withdrawn by the Licence Holder, or (ii) the Licence Holder ceases to work for the Client named in the Data Processing Declaration Form or (iii) the Licence Holder ceases to drive in connection with their employment with the Client.

“Demonstrable Business Need” means a legitimate and lawful justification for requesting and retrieving driving licence validity, entitlement and other information relating to the driver record maintained by the DVLA or DVANI.

“Department” means the Department for Transport.

“Driving Licence Check” means the checking of a Data Subject’s driving licence information against the records held centrally by the Driver Vehicle and Licensing Agency (DVLA) for that individual with a view to confirming their licence status, penalties, endorsements, revocations, disqualification, suspension and confirming their entitlement to drive their vehicle.

“Driving Licence Verification Service (DLVS)/Service” means the service developed by the Company to request and process information found in individual driver records managed and maintained by the DVLA in their IEP (Integrated Enquiry Platform) that relates to that Licence Holder’s driving licence validity and entitlement as well as any convictions, disqualifications, revocations, suspensions, endorsements and penalty points. This information is supplied to the Client by the Company under licence from the DVLA subject to the terms of this agreement.

“DQ3/Nil 3 Result” means a record returned with ‘licence holder suppressed record’ status following a Request to the DVLA against that licence holder’s record. This means that the record is not available electronically from the DVLA and a manual submission will need to be made to obtain the details in the licence holder record. There are a number of reasons for which a record may be marked. A full list is available on request from the Company.

DVA NI means the Driver and Vehicle Agency Northern Ireland, an executive agency of the Department of the Environment Northern Ireland.

“DVLA” means the Driver and Vehicle Licensing Agency, an Executive Agency of the Department for Transport acting on behalf of the Secretary of State for Transport which maintains a computerised register of drivers and driver licence data.

“DVLA Representative” means a competent person appointed by the DVLA to represent them.

“External Agency” means any third-party organisation that provides services to the Client through the Portal. It will include (but is not limited to) the provision of services or information by the Driver Vehicle and Licensing Agency (DVLA), the provision of information by Driver and Vehicle Standards Agency (DVSA) and the provision of electronic identify verification information and document checking services by third party suppliers.

“IEP” means the Integrated Enquiry Platform a system developed by the DVLA to manage, maintain and deliver information relating to driver records.

“Intellectual Property Rights” or “IPR” means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights, know-how and confidential information, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

“Licence Holder” the individual who is the subject of the driver record enquiry to the DVLA IEP system using the DLVS and in respect of whom information regarding the validity of their driving licence, entitlement, status and history is sought by the Client.

“Order Form” means the order form annexed to or relating to this Agreement as accepted by the Parties.

“Party” shall mean a Party to this agreement.

“Permission” means acquiescence on the part of the Licence Holder to a check being made against their DVLA driver record in accordance with the permission statement on any published form in in the E-Approval process.

“Personal Data” means any information relating to an individual or identifiable natural person who can be identified directly or indirectly from the information requested, retrieved and stored in DLVS. It includes (but is not limited) to the following information: names (including former names), address (home and work), postcode, email, telephone numbers, driving licence number and gender.

“Permitted User” means anyone who has been given access to the Service by the Client.

“Portal” means the Company DLVS accessed by the Client via their Account. The Portal may be used by the Client and individual drivers to submit Driver Information and to manage and view results and reports.

“Special Categories of Personal Data” shall have the meaning found in the GDPR and will include personal information including any criminal convictions or penalties, the release of which is likely to cause harm or distress.

“System Administrator” means the individual(s) named as such on the Order Form or their replacement(s) as notified to us.

“Tacho Data” means the Driver Qualification Number and expiry date(s).

1. Commencement & Duration

- 1.1. These Minimum Terms (the “Agreement”) will apply from the Contract Start Date and will continue to apply whilst the Company provides the DLVS service to the Client.
- 1.2. The provisions of clauses 6,7,9,10 and 14 shall survive the termination of this Agreement.
- 1.3. Subject to clause 1.1, this Agreement shall have a term of 12 months (Initial Term) automatically renewable thereafter for further periods of 12 months (Renewal Term) subject to any right to terminate elsewhere in this Agreement.

2. Provision of the Service

- 2.1. The use of the DLVS and Portal is subject to the terms and conditions of this Agreement.
- 2.2. On receipt of all required information from the Client either directly or the via the Company’s agent or Channel Partner and the completion of an Order Form or receipt of a signed copy of these terms and conditions, the Company shall set up or authorise a Client Account and register the System Administrator(s).
- 2.3. The Client will be responsible for:
 - 2.3.1. ensuring that it has a minimum of 1 System Administrator who will be familiar with the use of the Service and will be the first point of contact for all Permitted Users of the DLVS;
 - 2.3.2. letting the Company have details of any changes to the Client’s System Administrator’s contact details without undue delay; and
 - 2.3.3. providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service.
- 2.4. Occasionally the Company or Channel Partner may:
 - 2.4.1. change the technical specification of the Service for operational reasons, provided that any change to the technical specification does not materially reduce the performance of the Service;
 - 2.4.2. give the Client instructions which it reasonably believes are necessary for reasons of health, safety or the quality of any service provided by the Company to the Client or any other client and the Client shall comply with such instructions; and/or
 - 2.4.3. suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency and the Company will give the Client as much written or oral notice as possible and the Service will be restored as soon as possible.
- 2.5. Although the Company aims to provide an uninterrupted Service, due to the Company’s reliance on third party suppliers, government agencies and telecommunication services over whom the Company has no direct control, from time to time faults or interruptions in the Service may

occur. In the event that such a fault does occur, the Company will endeavour to procure repairs the fault in accordance with any service levels as soon as circumstances allow.

3. Rights and Duties

- 3.1. The Client must have a Demonstrable Business Need or lawful justification for accessing the DVLA IEP database using the Company's DLVS and any driver records and data requested and provided through the Service must be used only for the specific purpose for which the enquiry was made.
- 3.2. Any Licence Holder data provided to the Client under this agreement cannot be obtained or further processed for reasons incompatible with the purpose for which it was obtained and for which the Data Subject (the Licence Holder) gave their permission.
- 3.3. Under the terms of the General Data Protection Regulation (EU) 2016/679 (**GDPR**) the Company and the DVLA are required to obtain Permission to a Driving Licence Check from the Licence Holder before releasing the information through the Company's Services to the Client. It is the absolute responsibility of the Client to ensure that this Permission is granted prior to any request being submitted to the DLVS.
- 3.4. The Client shall appoint a suitable Administrator to manage their DLVS service and account. The Company or their Channel Partner/distributor shall provide suitable training for the nominated Administrator to ensure that they are familiar with the day-to-day management and administration of the Service.
- 3.5. The Client will not use or attempt to use the DLVS for driver checking without proper Permission from the Licence Holder, this Permission to be effective at the date of any initial DLVS enquiry and remaining effective thereafter during the maximum 3-year term of the Data Processing Declaration Form. Retrospective Permission or no Permission will be unacceptable and will constitute a material and irremediable breach of this agreement.
- 3.6. The Client shall put in place a procedure to allow a Licence Holder to withdraw their Permission and for the Company to be notified of this withdrawal within a reasonable time thereafter.
- 3.7. The Client shall be responsible for informing Licence Holders who do not wish to complete a Data Protection Data Processing Declaration Form or go through the EApproval Process of the alternatives that are considered by the DVLA to be acceptable methods of establishing validity and entitlement including (but not limited to) the following:-
 - 3.7.1. Presentation of the physical driving licence
 - 3.7.2. Presentation of the physical driving licence along with a signed declaration,
 - 3.7.3. Presentation of the physical licence along with a postal DVLA data subject check
 - 3.7.4. Presentation of the physical licence along with a valid code for the DVLA Check my Driving Licence Service.
- 3.8. The Company will perform its services with reasonable care, diligence and skill and in accordance with relevant legislative and statutory requirements.
- 3.9. It is the Company's intention that the DLVS should be available to the Client on a 24/7 basis. However, in order to provide this Service, the Company relies upon external infrastructure systems, services and communications links that are not under its direct control or management. The Company does not warrant or guarantee the availability of any third-party services or communications links or external infrastructure, broadband availability, hosting facility or the fitness or suitability of any equipment used to provide the service that is outside its immediate and direct control (i.e. outside the company firewall).
- 3.10. The Company does not warrant the availability of ADD and/or any other services provided by the DVLA, or the completeness, accuracy, quality or fitness for purpose of any Licence Holder information within the DVLA IEP database.

4. Suspension & Termination of Service

- 4.1. The DVLA have an independent right to suspend access to ADD where there has been a breach of security or an audit finds that the Client's Permitted Users are improperly Permissioned or the E-Approval process has not been used. In this event the Client will immediately lose access to the services for any new driving licence enquiries or scheduled rechecks until access is restored.
- 4.2. The Company may suspend all or part of the Service immediately and without notice upon the Client's breach of any term of this agreement including without limitation its breach of any obligation to make payment against an undisputed invoice or following a breach of the GDPR requirement in clause 14
- 4.3. Either Party may terminate this Agreement by giving notice in writing at least 90 days before the end of the Initial Period or Renewal Period in line with clause 1.3.
- 4.4. Either Party may terminate this Agreement (or the Company can terminate access to specific part of the Service) on immediate notice in writing to the other Party in the following cases:
 - (a) the other Party commits a material or persistent breach of this Agreement which can be remedied, but fails to remedy the breach within 20 Business Days of a written notice to do so;
 - (b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied.
 - (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
 - (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
 - (f) an order is made for the bankruptcy or windingup of the other Party or a resolution for its winding up is passed;
 - (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
 - (h) an application for an administration order is issued at court in respect of the other Party;
 - (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party;
 - (j) any event analogous to any of clause (c) to (i) above occurs in any jurisdiction;
 - (k) the other Party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
 - (l) the other Party is prevented by an Event of Force Majeure from performing any of its responsibilities under this Agreement for a period of three consecutive calendar months or more.
- 4.5. When this Agreement terminates the Client will:

- (a) cease using the Service or in the case where access to specific parts of the Service has been terminated cease to use the specific parts;
 - (b) return or destroy (at the Company's option and request) any confidential information belonging to the Company in its possession or control;
 - (c) immediately pay any outstanding invoices submitted to the Client for any Charges due for the Service provided whether the invoice was submitted before or after the termination of this Agreement.
- 4.6 The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.
- 4.7 In the event of any termination of the DLVS without any fault or breach on their part, the Client will be entitled to a refund of any advance fees paid to or collected by the Company under the on-going driver monitoring facility on a pro-rata basis. Where fees are due for any checks that have been completed, these will continue to be due to the Company.

5. D906/ADD Written Driver Data Processing Declaration Form and E-Approval Requirements

- 5.1. The Client acknowledges that the Company will use the D906/ADD Driver Data Processing Declaration Form details or E-Approval information provided to the Company to verify the Licence Holder details with the DVLA.
- 5.2. Any DVA NI requests for licence information **do not** form part of the online DLVS service and will therefore require a manual submission for which a different process and a **separate charge** will be incurred. This additional charge information is available on request from the Company.
- 5.3. Although Basic CPC and Tacho Data is included as part of the driving licence checking service from the DVLA, detailed CPC information relating to training course attended is currently only available to drivers.
- 5.4. To enable the Company to meet the terms of this agreement and satisfy the DVLA requirements for the provision of Licence Holder Personal Data, the Client agrees to use the DLVS to create, process, produce and print a D906/ADD Driver Data Processing Declaration Form or alternatively to use E-Approval (as appropriate) according to the circumstances.
- 5.5. The Company will only accept Company pre-formatted or system generated D906/ADD Driver Data Processing Declaration Forms for DLVS. Where E-Approval is used or intended to be used, this must satisfy any guidelines or requirements that are published by the Company or the DVLA.
- 5.6. All D906/ADD Driver Data Processing Declaration Form submitted for verification should be checked for completeness by the Client before being returned to the Company.
- 5.7. The Client agrees to submit all D906/ADD Driver Data Processing Declaration Forms within timescale of no more than 3 months from the date of Data Processing Declaration Form creation.
- 5.8. Where the Client uses E-Approval, any link or request shall cease to be effective after a maximum period of 28 days unless there is specific agreement with the Company for a longer period.
- 5.9. The Client accepts full responsibility for the accuracy of all information supplied in the D906/ADD Driver Data Processing Declaration Form and/or any electronic data or record used in the E-Approval process.
- 5.10. The Client agrees to procure Permission from the Licence Holder named on the D906/ADD Driver Data Processing Declaration Form or in any electronic record used in a Request as a pre-condition to its submission to Company and DVLA.
- 5.11. The D906/ADD Driver Data Processing Declaration Form should be 'hand signed' by the Licence Holder in the appropriate section labelled 'Driver Declaration' after explicit Permission has been granted by the named person and which provides full Permission to carry out the verification check and conforms to the GDPR.
- 5.12. Where the Client proposes to use a DLVS E-Approval solution or service, integrated within their own software application they must either use the existing E-Approval process or method or submit an alternative proposed method or variation to the E-Approval process to the Company for formal approval before offering or making such application available to Licence Holders and Administrators (as appropriate). It shall be the responsibility of the Client to ensure that their application follows the E-Approval model and meets the minimum requirements listed by the DVLA.
- 5.13. If Data Subject does not wish to provide explicit Permission by agreeing to sign a D906/ADD Driver Data Processing Declaration Form or E-Approval then an alternative method must be offered by the Client as listed in Clause 3.7. This alternative method is not included within the terms of this standard form Data Processing Declaration Form.
- 5.14. Originals, photocopies, fax copies and electronically scanned copies of D906/ADD Driver Data Processing Declaration Forms are acceptable to the Company. However, this is strictly on the basis that they are of 'good quality and clearly legible'. This means:
 - 5.14.1. handwriting and printed wording must not be obscured in any way shape or form or have been tampered with;
 - 5.14.2. correction fluid or any other form of masking will render the form invalid;
 - 5.14.3. D906/ADD Driver Data Processing Declaration Forms should only be electronically scanned as a PDF for the purpose of electronically forwarding to Company via email and must not be used for any other purpose;
 - 5.14.4. all fax and emailed PDF copies of D906/ADD Driver Data Processing Declaration Forms must be full size (A4) copies of the original
- 5.15. All D906/ADD Data Processing Declaration Forms that are not compliant with the above or are not clearly signed by Data Subject will be rejected by the Company.
- 5.16. The Client further agrees to supply to the Licence Holder all such documentation relating to the submission of the D906/ADD Driver Data Processing Declaration Form and/or verification as the Company may require whether prior to, or after submission of the relevant D906/ADD Driver Data Processing Declaration Form. Failure to provide sufficient information about Licence Holder who is the subject of the enquiry, or failure of Driver to sign the declaration will result in the D906/ADD Driver Data Processing Declaration Form being rejected.
- 5.17. Where the Licence Holder fails to tick any Permission boxes or otherwise omits or fails to satisfy any E-Approval requirement or to complete or pass any identity check or other form of electronic validation or withdraws or refuses any Permission necessary for the Client to request a DVLA check using E-Approval the process must be abandoned and, if necessary, re-started anew.
- 5.18. It is recommended that D906/ADD Driver Data Processing Declaration Forms are submitted to Company no later than 15:00 hrs (UK time) on any weekday to ensure that driver records are submitted automatically to DVLA on the same day. Late arrival may mean submission will take place on the next working day.
- 5.19. The Company may at any time without notifying Client, update or change the DLVS at the sole discretion of the Company where this is considered necessary for service improvements or to comply with safety, security or other statutory requirements provided this does not detrimentally affect the service itself. Wherever possible the Company will notify the Client in advance of such changes and the reasons for introducing them and where it is practical to do so will provide a reasonable period of notice in advance of their introduction. Notification may be by e-mail broadcast, by email, by telephone or published on www.licencecheck.co.uk according to the nature of the

change and its likely material effect on Clients and LA's in terms any operational consequence or procedural change that may be required to accommodate such update or service modification.

5.20. The Company will provide the DLVS in accordance with the D906/ADD Driver Data Processing Declaration Form or approved/permitted E-Approval procedure. Any changes required by Client must be specified in writing and agreed by both the Company and DVLA.

6. Security and Storage of Driver Data

6.1. The Client should at minimum ensure the following:

6.1.1. That their I.T systems are protected with a regularly updated and industry standard Anti- Virus software as well as ensuring that appropriate hardware protection, backup procedures and firewalls are in place commensurate with the nature of the data being stored and the risk of loss or damage.

6.1.2. That Administrator and Users have a unique User ID to monitor access and prevent unauthorised access to Licence Holder records within the DLVS Service.

6.1.3. That access rights to personal information should be restricted to those employees and who need to know or have access to that data in order to discharge their function effectively. Where access is necessary in these circumstances it should be restricted to the minimum levels possible.

6.1.4. That Client employees, agents or sub- contractors who have or may have access to Personal Data or Special Categories of Personal Data are considered suitable, trustworthy and have undergone some form of security clearance or vetting appropriate to their levels of authority and access.

6.1.5. That there is a suitably robust password policy and protocol in place to prevent unauthorised access to DLVS and Licence Holder records, this policy to include (but is not limited to) requirements for password strength and change protocols and a prohibition against the sharing of passwords or the use of another employee's password to access DLVS.

6.1.6. That there are policies and supporting documentation in place to ensure the security and integrity of information stored electronically.

6.1.7. That a risk assessment has been carried out and is regularly reviewed to ensure that the security arrangements in place are proportionate to the needs of the business and the perceived risk of destruction or loss of or damage to Client data within DLVS.

6.2. All records containing Personal Data obtained from DLVS should be retained by the Client in a secure manner. This will include any Special Categories of Personal Data relating to individual Licence Holder convictions, suspensions, endorsements, disqualifications or penalty points.

6.3. Where Personal Data and Special Categories of Personal Data obtained from the DLVS is held in paper format by the Client or downloaded and printed, it must be retained on secure premises and locked away to prevent unauthorised access. Where this information is stored electronically within IT systems, either hosted or on I.T systems owned or managed by the Client there should be suitable controls are in place to prevent unauthorised access. These controls must include prohibitions on the use of removable media to store or access this data and strict security and encryption requirements for mobile devices and laptops.

6.4. Protected data must be destroyed or deleted securely when there is no continuing business need to retain the information. For the avoidance of doubt Clients should pulp, incinerate or shred paper records or dispose of these through a secure third-party agency who can certify proper destruction, or where the information is stored electronically, securely cleanse the Personal Data from any magnetic storage medium by deletion and overwriting and/or use an approved destruction process for such media.

6.5. Personal Data (including Special Categories of Personal Data) may not be stored, transferred or accessed overseas by the Client without the express written permission of the DVLA. This will include cases where the Personal Data is stored in the UK but can be accessed from overseas. Overseas means outside the EEA.

7. Brand and Trade mark

7.1. The Company does not grant the Client any licence to use The Company's, the DVLA's or the Department's brand, logo or trademark in connection with any advertising or promotional purposes whatsoever, although the Client may make known the fact that the Service provided through the Company uses data derived from the DVLA Licence Holder's records database but may not represent explicitly or otherwise that the relationship extends beyond that of data owner/supplier and customer via an intermediary (the Company). The Client may not imply or suggest that they have a direct link to the DVLA IEP database where no such direct link exists.

7.2. The Client may not adopt or use any trademark, symbol, image or other device which is similar to the DVLA's brands, logo or trade mark, nor shall they attempt to register any image, mark, symbol or device which is similar or is sufficiently derivative that it is likely to cause confusion.

7.3. Any linked reference(s) to the DVLA or the Department that are included on the Client's website or any associated documentation issued or made available by the Client to their users should link to the DVLA or the Department's website and ideally to the relevant page within that website.

7.4. This Clause applies to the use of "DVLA" and "Department" and all variations of the same in any electronic or physical media, whether featuring as hidden or visible text.

8. Intentionally left blank

9. Confidentiality

9.1. Both Parties will take reasonable steps to make sure that their respective officers, employees, agents and sub- contractors do not pass any confidential information about the others business affairs, customers, clients, employees, products, services, processes, future plans, documentation or know-how to any other person unless they are authorised to do so by the other Party.

9.2. Confidential information may only be used by a Party for performing its obligations under this Agreement. Each Party can disclose the other Party's confidential Information to:

(m) its officers, employees, advisors and External Agencies where there is a need to disclose such information in order to perform this Agreement, but only to the extent that it is necessary to do so and the fact that the information is confidential must be made known to the person receiving the information; or

(n) where this is required in legal proceedings or under government instructions but only to the extent required to comply; or

(o) where the person receiving the information already knows or is aware of the information being disclosed from another legitimate source; or

(p) the information has become generally public from another source and not through a breach of this Agreement.

9.3. Personal information about any Data Subject that is supplied in the provision of the Service shall be considered to be confidential information by both Parties.

9.4. Each Party when considering the precautions to be taken to protect the other's confidential information should apply the same degree of care that they would apply to protecting their own confidential information of a similar character and certainly no less care than a reasonable person would in the circumstances.

10. Intellectual Property Rights

10.1. All pre-existing Intellectual Property Rights of the Client or External Agencies will remain with the Client or External Agencies and will not be transferred to the Company or any other party by this Agreement.

10.2. All Intellectual Property Rights in and/or relating to the Service, the Portal, any associated third-party solution or service and the Output Data shall remain the property of the Company, the External Agencies and/or the Company's third-party licensors. The Client shall acquire no rights in the Service, the Portal or the Output Data or to the documentation or the Service (or any software or other application, data or information comprising or forming part of the same) other than the right to use the Service, Portal and Output Data and documentation in accordance with the terms of this Agreement. This Agreement shall not operate as an assignment of any Intellectual Property Rights.

10.3. The Client shall not remove or tamper with any copyright notice attached to any Output Data or other materials supplied to it pursuant to this Agreement. The provisions of this clause shall continue to operate after the termination of this Agreement.

10.4. Save to the extent permitted by law, the Client shall not modify, merge or combine with any other software or documentation or reverse engineer or decompile the whole or any part of Service or Output Data.

10.5. If any third party makes or threatens to make a claim against the Company, the Client or one of the Company's third party suppliers and/or the External Agencies, that the use of the Service (including without limitation any item, information and data and/or Output Data that the Company supplies to the Client and associated documentation issued to the Client) or part thereof infringes any third party's IPR, the Company shall be entitled to do one or more of the following:-

- (a) suspend any part or aspect of the Service that is subject to the infringement claim made by the third party;
- (b) modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;
- (c) terminate the Agreement upon written notice to the Client.

11. Dispute Resolution

11.1. This clause 11 is without prejudice to the right to suspend the Service and/or terminate the Agreement pursuant to any rights to do so under this Agreement. The Parties shall negotiate in good faith and use reasonable endeavours to settle amicably any dispute between the Parties that may arise out of or relate to this Agreement or a breach thereof.

11.2. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the Parties within 10 Business Days of one Party giving written notice to the other of the existence of the dispute (a "**Dispute Notice**"), the dispute shall be referred to the respective Divisional Managing Director (or equivalent) of the Parties who shall meet without undue delay in order to attempt to resolve the dispute. If a dispute has not been resolved within 40 Business Days of the Dispute Notice, then the other Party may initiate any legal proceedings it deems appropriate.

12. Assignment

The Client may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without the Company's prior written agreement.

13. Notices

13.1. Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

- (a) to the Company at its registered office address and marked for the attention of the Company Secretary,
- (b) to the Client at the address to which the Client asks the Company to send invoices to or the Client's registered office address (in the case of a corporate body).

13.2. Any notice shall be deemed to have been duly received:

- (a) if delivered by hand or by courier, when left at the address referred to in this clause 13.1;
- (b) if sent by first class post, two Business Days after the date of posting.

14. Data Protection

14.1. The Parties warrant that they will comply with their respective obligations under the General Data Protection Regulation (GDPR) (EU) 2016/679 and/or any other corresponding or applicable regulations, legislation or other local or international laws covering the use, processing and/or dissemination of the Personal Data of individuals.

14.2. The Parties acknowledge that for the purposes of the GDPR, the Client will be the Data Controller and the Company (or the partner/distributor in the case of a fully integrated service) will be the Data Processor. Whether the Company or the Channel Partner are acting as Data Processor or are joint Data Processors will be determined by the nature of the Service and the method of delivery to the Client.

14.3. Where the Company/Channel Partner processes Personal Data on the Client's behalf, they acting as Data Processor will:-

- (a) provide the Client with features, utilities and capability within the Service to manage the Personal Data in their Account, including the means to archive, correct, update and delete information and records; and
- (b) not engage another processor to perform the Services or any part thereof without specific written authorisation from the Client permitting the same; and
- (c) shall process Personal Data for the performance of the Service and not for any other purpose only to the extent and in such a manner as is necessary for provision of the Service; and
- (d) shall not process the data outside the United Kingdom without the prior written consent of the Data Controller; and
- (e) shall process the Personal Data only on express documented instructions from the Client as set out in the order form and these terms, unless required to do otherwise by EU or other national law to which the Company is subject. In such cases the Company shall inform the Client of such requirement prior to processing unless this is prohibited by law. Instructions may be specific or of a more general nature; and
- (f) shall ensure that all Company personnel processing the Personal Data on behalf of the Client are subject to a binding written contractual obligation to keep the Client's Personal Data confidential and not to disclose the same except where disclosure is required by law in which case the Company shall advise the Client of this prior to disclosure unless prohibited by law; and

- (g) shall ensure that Company personnel with access to Personal Data are reliable and have received adequate training in the Company's responsibilities in compliance with the GDPR and the rights of Data Subjects; and
 - (h) at its own expense and cost take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data. Such measures shall take into account the currently available technology and industry best practices and shall have due regard to the context and purpose of processing and the risk and severity to the rights and freedoms of the Data Subject when determining the appropriate level of security for the risk; and
 - (i) With due regard to the nature of the processing will assist the Client by appropriate technical and organisational measures insofar as this is practicable and possible in fulfilling the Client's obligations as Data Controller to respond to requests from the Data Subjects; and
 - (j) Upon termination of this agreement The Company will delete or return all of the Client's Personal Data at the Client's election and upon their instructions. This erasure obligation will not apply where the Company is obliged by law to store a copy of the data.
 - (k) the Company will co-operate with the Client to the extent permitted by its security policies and procedures to enable it to monitor compliance with the obligations pursuant to Articles 32-36 of the GDPR.
 - (l) At no cost to the Client, shall pass any Data Subject requests received by the Company to the Client within 3 (three) business days of the receipt of such request. The Company shall not respond to such requests unless authorised by the Client in writing and shall use reasonable endeavour to assist and co-operate with the Client in responding to such requests.
 - (m) Where a Data Subject wishes to invoke the right to restrict processing of their driver record and advises the DVLA of the same, the DVLA will inform the Company in writing of this request. The Company upon receipt of this notification is obliged under contract with the DVLA to immediately ensure that no further enquiries in respect of the Data Subject take place. The Company will advise the Client that this action has been taken within three working days.
- 14.4. The Client acknowledges and agrees that it is responsible for:
- (a) obtaining the Approval of the relevant Permitted Users /Data Subjects prior to use of the Service; and
 - (b) providing an audit trail of all Approvals received from each individual Data Subject under 14.4(a) above.
- 14.5. As the Data Processor the Company relies on its Clients for direction as to the extent to which it is entitled to process any Personal Data. Consequently, the Company will not be liable for any claim brought by an individual (whose Personal Data a Client provided to the Company) arising from any processing of Personal Data undertaken by the Company in the provision of the Service to the Client or as otherwise permitted under the terms of this Agreement.
- 14.6. The Client as Data Controller shall be liable for and shall indemnify (and keep indemnified) the Company in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including any reasonable legal fees and expenses), or demand suffered or incurred by, awarded against or agreed to be paid by the Data Processor arising directly or in connection with:
- (a) any non-compliance by the Client with the GDPR or other applicable legislation; or
 - (b) any Personal Data processing carried out by the Company in accordance with instructions given by the Client where those instructions infringe the GDPR or other applicable legislation; or
 - (c) any breach by the Client of its data protection obligations under this Agreement except to the extent that the Company is liable under clause 14.7 below.
- 14.7. The Company shall be liable for and shall indemnify (and keep indemnified) the Client in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) or demand suffered or incurred by, awarded against, or agreed to be paid by the Client arising directly or in connection with the Company's processing activities that are subject to this Agreement: (a) only to the extent that the same results from the Company's breach of this Agreement (and not any breaches on the part of the Channel Partner unless approved or permitted by the Company); and (b) not to the extent that the same is or are contributed to by any breach of this Agreement by the Client or the Channel Partner.
- 14.8. No Party shall be entitled to claim back from the other any sums paid by way of compensation in respect of any damages or losses for which they are liable to indemnify the other under clauses 14.6 or 14.7 above.
- 14.9. Nothing in this Agreement shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject or for any other breach of that Party's direct obligations under the GDPR. Each Party acknowledges that they shall remain subject to the authority of the Information Commissioners Office ("ICO") or any replacement or successor and shall cooperate fully with the ICO and that their failure to comply with the GDPR may make them liable to fines, penalties and compensation requirements under the data protection legislation.
- 15. AUDIT & INSPECTION RIGHTS**
- 15.1. The Company shall maintain accurate, contemporaneous and complete records of the following:
- (a) the name(s) and contact details for each Client including the name(s) and user approvals of Client personnel; and
 - (b) the Services and categories of processing undertaken by the Company (Article 30(2) GDPR); and
 - (c) a general description of the technical and organisational security measures applied to the Services; and
 - (d) this information will be made available to the Client upon written request within 3 business days of the receipt of such request.
- 15.2. The Company shall allow for and contribute reasonable time and personnel resource to audits, including inspections, conducted by the Client or a nominated auditor permissioned by the Client for the purposes of demonstrating compliance with the requirements of the GDPR provided: -
- (a) any auditor selected by the Client is subject to a written confidentiality agreement that protects the Parties; and
 - (b) any physical audit shall take place during office hours subject to reasonable advance notice to the Company; and
 - (c) any audit is limited to records, data, personnel and equipment that is directly concerned with or connected with the provision of Services to the Client; and
 - (d) the audit is proportionate to the Services provided to the Client and the risk presented by unauthorised release or accidental destruction or loss of the Personal Data and does not materially disrupt the Company's ability to support and deliver services to other clients; and
 - (e) subject to clause 15.3 such audit it at the cost and expense of the Client.
- 15.3. Where a Client audit reveals a material non-compliance by the Company with its obligations under the GDPR, the Company will pay the reasonable costs of the audit or inspection. The company shall also at its own cost and expense take immediate corrective action to address such non-compliance and confirm the corrective actions taken to the Client in writing.
- 15.4. The Company is under certain pre-existing obligations with its third-party suppliers (and/or regulatory bodies) that require the Company to include a right of audit in all of its Client Agreements. The following clauses 15.5 – 15.10 are intended to give effect to that requirement.

- 15.5. The Company shall be entitled to conduct on-site audits of the Clients premises used in connection with the Service upon reasonable prior notice and upon reasonable grounds, not more than once per year of this Agreement and on other occasions as imposed on the Company by any regulatory body with competent jurisdiction or one of the Company's third-party suppliers engaged in connection with the Service or any External Agency.
- 15.6. In exceptional circumstances, the Company may need to carry out an unannounced or un-notified audit/inspection. "Exceptional Circumstances" for the purposes of this clause include, but are not limited to:
- (a) Allegations of misuse by the Data Subject whose personal information has been accessed;
 - (b) Serious concerns about the use, storage or security of Output Data or Driver Information or the use of the Service.
 - (c) A referral of a serious concern by an external authority or organisation (for example the DVLA or Information Commissioner).
- 15.7. The Company may be accompanied by representatives of any such regulatory body, third party supplier or External Agency in respect of any such audit imposed on the Company.
- 15.8. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Client's performance of its business.
- 15.9. The Client shall provide the Company (or any regulatory body, third party supplier or External Agency as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.
- 15.10. Where an audit identifies any material failures or non-adherence to the terms of this Agreement the Company may terminate in accordance with clause 4 and its associated sub-clauses.

16. General Undertaking and Law

- 16.1. By entering into this Agreement, the Client warrants that it has the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and the Additional Terms and conditions detailed in the schedules to this Agreement and that it agrees to be bound by these.
- 16.2. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and both Parties submit to the exclusive jurisdiction of the English Courts.

IMPORTANT NOTICE.

The use of LICENCECHECK DLVS is subject to these terms and conditions. These terms and conditions represent the minimum obligations that Licence Check Limited are required to pass on to Clients accessing and using Licence Holder data managed by the DVLA.

PART C SERVICE LEVEL AGREEMENT ("SLA")

IMPORTANT

This Part C is in 2 parts – Part C1 and Part C2:

- a) **One part (C1) is relating to legacy Allocate products/services only, and the other part (C2) is relating to legacy Selenity Limited products/services only.**

Part C1 - This part relates to legacy Allocate products/services only

This Part C1 sets out the service levels which Allocate will use reasonable endeavours to achieve when delivering the SaaS Services under an Order.

It is to be read in conjunction with (i) Part A of the SaaS Services Terms and Conditions as well as (ii) Allocate's General Terms and Conditions for the provision of Services and (iii) the Order Form.

Service Level Agreement v 4.1 (20230701)

Contents

Introduction.....	57
1.1 Definitions.....	57
1. SaaS Services Availability Service Level.....	58
Availability.....	58
1.1.1 Service Availability Limitations.....	58
1.2 Hours of Support	59
1.3 Operational Support Response and workaround Target service levels	59
1.3.1 Response and Workaround Target Service Levels	59

1.3.2	Definitions of Severity Levels	60
1.3.3	Fault and non-Availability Reporting Process.....	61
1.3.4	Escalation	62
1.4	Change Control for SaaS Infrastructure changes	62
1.4.1	Planned changes	62
1.4.2	Scheduled Maintenance Periods.....	62
1.4.3	Emergency Maintenance.....	62
1.5	Backup and retention	62
1.5.1	Backup Schedules.....	63
1.5.2	Backup Retention Periods	63
1.6	Disaster recovery.....	63
1.7	Customer responsibilities	64
1.8	Change Control for Software Upgrades	64
1.8.1	Planned changes	64
1.8.2	Scheduled Maintenance Periods.....	64
1.8.3	Emergency Maintenance.....	65
2.	Additional SaaS Services – Service Level.....	65
2.1	Pre-Production Environment	65
2.1.1	Service Availability	65
2.1.2	Hours of Support for Preprod Environments	65
2.2	Training Environment	65
2.2.1	Service Availability	65
2.2.2	Hours of Support for Training Environments	65
2.3	Managed Acceptance Test Environment	67
2.3.1	Service Availability	67
2.3.2	Hours of Support for Managed Acceptance Test Environments.....	67
2.4	Out of hours' upgrade service (is provided free of charge for Optima Customers).....	68
2.5	CloudConnect SMS Service	69
2.5.1	Service Availability	69
2.5.2	Hours of Support for the CloudConnect SMS Environment.....	69
2.6	Time-clocks Server Hosting	70
2.6.1	Service Availability	70
2.6.2	Hours of Support for the Time-clocks Server Hosting	70
2.7	Allocate Datahub (Formerly Allocate Information Service Data Packs).....	71
3.	Performance monitoring	Error! Bookmark not defined.
3.1	Occurrence of Faults and/or Service Availability issues	Error! Bookmark not defined.
3.2	Provision of Workarounds for Faults and their applicable severity levels.....	Error! Bookmark not defined.
3.3	Scheduled Maintenance activities.....	Error! Bookmark not defined.

3.4 Service Level Agreement Reporting	
Appendix 1 – Change Control Procedure	73
Change Management Policy	73
Purpose 73	
1 Allocate Cloud Infrastructure	73
1.1 Definitions	73
1.2 Change Management Policy.....	73
2 Change Management Process.....	75
2.1 Change Advisory Board	75
2.2 Process Flow	75
2.3 Key Process Steps.....	75
Request for Change (RFC) Form.....	77

Introduction

This Service Level Agreement (SLA) sets out the agreed supply, operation and management of the Allocate SaaS Services by Allocate. It forms part of the terms and conditions of the contract for the provision of the Allocate SaaS Service entered into between Allocate and the Customer (“**Order**”).

The SLA is subdivided into the following elements:

1. Definitions
2. Service Levels
3. Additional SaaS Services (which are additionally chargeable)

1.1 DEFINITIONS

Capitalised terms used but not defined in this SLA shall have the meaning given to them in the Order.

The following additional definitions shall apply to the terms used in this SLA:

Additional SaaS Services means the optional additional services (available at additional cost) set out in section 2;

Allocate’s Technical Help Desk means the telephone and/or internet help desk located at Allocate’s offices;

Business Day means Monday through to Friday, excluding public holidays as observed by Allocate;

CloudConnect SMS Service means the environment used to run the service which routes SMS text messages to and from certain Software as defined in section 2;

Customer Equipment means and hardware or software under the control of the Customer that interfaces or connects with the SaaS Infrastructure;

Customer System Failure means issues or problems which are not attributable to Allocate or defects in the Software or SaaS Services, including:

- accident; lack of internet connectivity, lack of mobile coverage, or operation of the SaaS Services with other media and hardware, software or telecommunication interfaces not provided by Allocate;
- Use of the Software and/or SaaS Service that deviates from any operating procedures specified by Allocate in the applicable Documentation, on the Website or otherwise contained in an Order;
- modification, customisation, alteration or addition or attempted modification, customisation, alteration or addition of the Software and/or SaaS Services undertaken by Customer or any third party;
- failure of Customer’s own computer and information systems and related infrastructure, or lack of User training or User competency;

Customer’s Nominated Support Staff means those members of the Customer’s own internal support organisation which the Parties agree in writing from time to time are entitled to raise support calls with Allocate’s Technical Help Desk and who the Customer has ensured are adequately trained in the use and operation of the Software and/or SaaS Services;

Data Centre means one of the Allocate data centres from where the SaaS Services will be provided;

Downtime means the period of time the SaaS Infrastructure was unavailable in the Data Centre excluding any Scheduled Maintenance or other exclusions set out in this SLA;

Fault means a failure of the Software to operate in accordance with its Documentation;

Emergency Maintenance means urgent work undertaken to rectify issues that could potentially cause an outage or failure of the SaaS Services;

Managed Acceptance Test Environment means a separate environment used for acceptance testing new releases of the Software as detailed in section 2;

General Availability Release means a full major update containing new features, products and fixes;

Incident means an unplanned interruption to an IT service or reduction in the quality of the service;

Maintenance Release means a release of the Software containing corrections to Faults;

Operational Support Services means the technical and operations support for the Software and SaaS Infrastructure;

Operational Time means the time that the SaaS Services are scheduled to be functioning which shall be 24 hours per day, 7 days per week but excluding Scheduled Maintenance and any other Service availability limitations as set out in this SLA;

Out of Hours means the hours which are outside of the Support Service Hours;

SaaS Infrastructure means the Data Centre virtual server environments, firewalls and network appliances that run the Software which is being made available to the Customer by Allocate as a SaaS Service;

Scheduled Maintenance means the scheduled maintenance for the SaaS Infrastructure and/or Software, as detailed in section 2;

Service Availability means the availability of the SaaS Services as specified in this SLA;

Service Levels mean the levels for the performance of the SaaS Services;

Severity Level(s) has the meaning set out in section 1.3.2;

Software means the Software set out in an Order and which is hosted on the SaaS Infrastructure;

Support Call means a call made by the Customer's Nominated Support Staff to Allocate's Technical Help Desk in accordance with section 2.3.3 requesting the resolution of an issue or problem which is not caused by any Customer System Failure;

Support Service Hours means from 8:30 am to 5:30 pm on Monday through to Friday, excluding public holidays as observed by Allocate;

Training Environment means a copy of the software solution used specifically for training staff on usage of the solution;

TimeClocks Server means the system which hosts 3rd party middleware for processing timeclock device data;

Upgrade Services means the services for performing upgrades of the Software which is the subject of the SaaS Services and is hosted on the SaaS Infrastructure.

Workaround means the provision by Allocate of a solution (which may be a temporary solution) to sufficiently remedy a Fault or non-Availability so as to ensure that the Customer is then able to receive the intended benefit of the SaaS Service.

1. SaaS Services Availability Service Level

AVAILABILITY

The following planned Service Availability will be provided for the SaaS Services:

Service Level	Planned Availability	Available Hours
Production Environment	99.8%	0600 – 0000, 7 days a week
Pre-Production Environment	95%	0800 – 2000, Monday to Friday
Training Environment (if purchased)	95%	0800 – 2000, Monday to Friday

Actual Service Availability is calculated as follows:

$$\text{Service Availability ("Availability")} = \frac{\text{Operational Time} - \text{service Downtime}}{\text{Operational Time}} \times 100 \%$$

The SLA performance will be measured on the total availability of each SaaS Service, which means that the applicable SaaS Service must have been rendered entirely unavailable to all Users of the Customer before it will count towards service Downtime, for the purposes of this service level Availability will be continually measured over the period of each month.

Each type of SaaS Service listed on the Customer's Order Form will be monitored and reported against this Service Level.

1.1.1 Service Availability Limitations

The Customer acknowledges that the Availability Service Level shall not apply in the event that any failure or suspension of the SaaS Services arises as a result of a failure of the Customer Equipment or is caused by any action or omission of the Customer,

its employees, agents, sub-contractors or invitees. Allocate shall not be liable for any failure to comply with this SLA where the Customer is in breach of any obligations set out in the Order.

In calculating actual Service Availability, the following circumstances are excluded:

- Service unavailable or affected as a result of suspension of the SaaS Services pursuant to the Order.
- Service unavailable or affected due to faults with the Customer's infrastructure, network or software.
- Service availability is affected by the Customer's N3 or Internet connectivity
- Service unavailable or affected due to circumstances caused by the Customer or Customer's failure to comply with its obligations in the Order or this SLA.
- Service unavailable or affected due to Scheduled Maintenance.
- Service unavailable or affected due to Emergency Maintenance.
- Service unavailable or affected due to Force Majeure.

Scheduled Maintenance can involve a temporary suspension in part or all of the SaaS Services in order to enable Allocate to undertake vital remedial/maintenance or upgrade work.

Emergency Maintenance may be required as a result of identifying a problem through on-going monitoring and management that could potentially cause an outage or failure of the Service.

For both Scheduled Maintenance and Emergency Maintenance, Allocate shall use reasonable endeavours to plan its work in such a way as to minimise (to the extent reasonably possible) material impact on the Customer's experience and controlled outages will not be classified as Faults.

1.2 HOURS OF SUPPORT

The Operational Support Services are staffed during the following hours:

Hours	Description of services provided
Support Service Hours	SaaS Services support (all severities), Emergency Maintenance if necessary. Software upgrades
Out of Hours	Infrastructure only support (P1 only), Emergency Maintenance if necessary. Scheduled Maintenance also occurs Out of Hours during the hours specified

1.3 OPERATIONAL SUPPORT RESPONSE AND WORKAROUND TARGET SERVICE LEVELS

1.3.1 Response and Workaround Target Service Levels

If the SaaS Services are not Available or a Fault arises, the Customer agrees to follow the process set out in section 2.3.3 below and Allocate shall use reasonable endeavours to meet the target response and workaround service levels set out in the following table:

Priority	Operational Support Services Response Target Service Level	Operational Support Services Workaround or Resolution Target Service Level
Priority 1	Within one (1) hour **	Four (4) Support Service Hours
Priority 2	Within one (1) hour **	Sixteen (16) Support Service Hours
Priority 3	Within one (1) Business Day **	Forty-eight (48) Support Service Hours
Priority 4	Within one (1) Business Day **	Within the next Software release

Key **

Except for Allocate DataHub where the Operational Support Services Response Target Service Level etc shall be as follows:

Priority	Operational Support Services Response Target Service Level	Operational Support Services Workaround or Resolution Target Service Level
Priority 1	Within one (1) Support Service Hour	None applicable
Priority 2	Within two (2) Support Service Hours	None applicable
Priority 3	Within one (1) Business Day	None applicable
Priority 4	Within two (2) Business Days	None applicable

The Customer acknowledges that the Operational Support Services Response Target Service Levels and Workaround Target Service Levels shall not apply in the event that any non-Availability or Fault arises as a result of a failure of the Customer Equipment or is caused by any action or omission of the Customer, its employees, agents, sub-contractors or invitees. Allocate shall not be liable for any failure to comply with the Workaround Service Level where the Customer is in breach of any obligations set out in the Order.

Provided the Customer has complied with the process described in section 1.3.3 below, all Workaround Target Service Level times shall, subject to section 1.3.3 below, be measured from the time and date of the logging of the relevant Support Call. In the case of a Support Call received Out of Hours, the response and resolution times shall be measured from the start of the next period of Support Service Hours. The response and Workaround target times shall not apply to any issue or problem reported by the Customer which Allocate and/or the Customer is unable to reproduce for the purposes of verifying and categorising such reporting issue or problem.

1.3.2 Definitions of Severity Levels

Priority	Description	Impact	Examples
1	A Service Incident which: (a) Constitutes a loss of the Service which prevents a large group of users from working; or (b) Has a critical impact on the organisation's activities; or (c) Results in a material data loss or corruption	High business impact with high urgency	- Data Centre failure - Major security breach - Denial of Service attack (i.e. illegal attempt to put The Supplier's systems out of action by overloading it with data from many sources simultaneously) - Application performance has degraded to such an extent that it's not possible for users to use the system - A key functional area of the software is not available – for example users cannot login to SafeCare, or a pay extract cannot be run - The interface between HealthRoster and BankStaff is not functioning at all - Major payroll issue – either payroll runs with incorrect data which needs recovery, or major issue prevents payroll extract being run
2	A Service Incident which has a major (but not critical) adverse impact on the organisation	High business impact with medium urgency or Medium business impact with high urgency	- Performance issue of a key system component that is causing high business impact. - A major system function is not working – for example unable to run the auto roster for any unit; or unable to view a roster. - Penetration testing - High level risk vulnerability. - Users are unable to access the system remotely. - The interface between HealthRoster and BankStaff is not syncing a small number of duties, but other duties are OK. - SMS temporary staff booking notifications are not being sent and thus users are not being notified of shifts. - Payroll is repeatedly failing due to system issues but does eventually work. - Unable to assign overtime to duties - Employees cannot view their roster.
3	A Service Incident which: (a) has a major adverse impact on the activities of the organisation which can be reduced to a moderate impact due to an acceptable workaround; or (b) has a moderate adverse impact on the activities of the organisation.	Medium business impact with medium urgency	- Auto roster is erroring for a specific unit, but working for other units. - Penetration testing - Medium level risk vulnerability. - A specific unit's roster cannot be deleted and recreated, but they can edit the roster demand directly. - Gateway tool to import Person A/L & accrual plans shows staff no longer posted to the unit. - Global Max Requests Rules are not working correctly. - Finalised Hours Report shows incorrect Substantive Contract Hours when employee have multiple postings to the same unit with the same grade contract.
4	A Service Incident which has a minor adverse impact on users	Medium business impact with low urgency or Low business impact with medium urgency	- Adding notes to a rest shift is visible to all users who have been given a rest shift. - Assignment Summary does not show previous unit name correctly after unit name change.

1.3.3 Fault and non-Availability Reporting Process

The Customer will, in the first instance, direct all calls relating to issues or problems arising in connection with the SaaS Services to the Customer's own support organisation so that they can check that the issue or problem is not attributable to a Customer System Failure. Allocates Technical Help Desk will only accept calls from the Customer if made by the Customer's Nominated Support Staff.

If the issue or problem is not caused by a Customer System Failure, the Customer's Nominated Support Staff shall contact Allocates Technical Help Desk and Allocates Technical Help Desk shall log the call and provide the Customer with a unique

reference number to facilitate tracking of performance against the target response and resolution times set out in section 2.3.1 above.

The Customer shall promptly provide to Allocate all such details and information about the nature of the issue or problem, the features and functions of the applicable Software and/or SaaS Service(s) affected, the circumstances in which it arose, the Users affected and any other information which Allocate may reasonably require in order to verify, investigate and provide a Workaround for the issue or problem in question. The Customer acknowledges that the Workaround Target Service Level times shall be halted during each period in which Allocate is awaiting information which it has reasonably requested from the Customer to enable it to verify, investigate and provide a Workaround for the issue or problem in question and that they shall only re-commence once Allocate has received such information.

The Customer agrees that, where Allocate deems it necessary to investigate or fix any issue or problem, it shall promptly provide Allocate with direct access to its servers or systems.

The Customer also agrees that, where requested to do so by Allocate, it shall promptly take all such steps as are necessary to carry out any procedures notified to it by Allocate for the rectification of issues and/or problems.

1.3.4 Escalation

Allocate agrees that the following escalation process, proceeding through the hierarchical layers detailed in the table, shall apply until a Workaround has been provided by Allocate:

Time Point	Escalation point
Once 75% of the Workaround Target Service Level time has been exceeded without a Workaround having been provided by The Supplier	Service Desk Manager
Workaround Target Service Level time exceeded	Head of Customer Support
Further escalation relating to service availability or response times	Operations Director of UK & Ireland
Unacceptable response to escalation process	Managing Director, UK & Ireland

1.4 CHANGE CONTROL FOR SAAS INFRASTRUCTURE CHANGES

1.4.1 Planned changes

Allocate will use reasonable endeavours to ensure that planned changes are implemented during the Scheduled Maintenance periods.

Allocate will adhere to the Allocate SaaS Change Control Process outlined in Appendix 1.

Where the change has the potential to affect the SaaS Services, Allocate will notify the Customer of the nature of the change, potential services affected and the potential impact.

1.4.2 Scheduled Maintenance Periods

Allocate will normally perform Scheduled Maintenance activities during the following periods:

- Every day (Monday to Sunday) 0000 (midnight) – 0600

1.4.3 Emergency Maintenance

Emergency Maintenance may be required as a result of identifying a problem through on-going monitoring and management that could potentially cause an outage or failure of the SaaS Services. Allocate will use reasonable endeavours to provide the Customer advance notification if possible and manage such Emergency Maintenance in such a way as to minimise impact on the Customer's operations.

Emergency Maintenance may be conducted at any time.

1.5 BACKUP AND RETENTION

Backup services provide managed backups of data and server images and consist of the following fixed elements:

- Full back-up of identified SQL Server databases

- Full back-up of full server images

Backups are electronically shipped and stored in a secondary Data Centre. All backups are encrypted using 256 bit AES encryption algorithms.

1.5.1 Backup Schedules

Full back-up of identified SQL Server databases – performed daily

Full server snapshots – performed daily

1.5.2 Backup Retention Periods

Daily backups retained for six (6) days

Weekly backups retained for three (3) weeks

Monthly backups retained for eleven (11) months

Annual backups retained for seven (7) years

1.6 DISASTER RECOVERY

In the event of a major disaster requiring invocation of the SaaS Services disaster recovery plan, Allocate shall use reasonable endeavours to restore the SaaS Services within eight (8) hours from invocation to a point of recovery no more than twenty four (24) hours before the commencement of the disaster.

Recovery Time Objective = eight (8) hours

Recovery Point Objective = twenty-four (24) hours

1.7 CUSTOMER RESPONSIBILITIES

The Customer shall comply with the following responsibilities:

- (i) The Customer shall inform Allocate of any planned increase in its number of Rostered Units and/or number of Users or other increased usage of the SaaS Services which could or might have an impact upon the ability of Allocate to meet this SLA (and if the Customer is in any doubt as to whether this might be the case, then it should err on the side of caution and inform Allocate nonetheless)
- (ii) If Allocate is prepared to accede to such increase, then where such a change results in a change to the Charges, Allocate will advise the Customer of this prior to its implementation. Changes to the Charges may include changes attributable to Allocate needing to change its SaaS Infrastructure allocation to the Customer to accommodate the increase.
- (iii) The Customer is responsible for all data security issues, excluding those pertaining to the control of access by Allocates own staff. This includes ensuring usernames and passwords are managed in a secure way and ensuring data is not made publicly available where inappropriate.
- (iv) The Customer shall inform Allocate in advance of any changes to its infrastructure (network, firewalls and other equipment) that might have an impact on the SaaS Services and/or Software and/or Allocate SaaS Infrastructure (and if the Customer is in any doubt as to whether this might be the case, then it should err on the side of caution and inform Allocate nonetheless).

1.8 CHANGE CONTROL FOR SOFTWARE UPGRADES

1.8.1 Planned changes

All Customers receive Software maintenance release upgrades outside of normal business hours. An example of a maintenance release upgrade is an upgrade from 10.6.2 to 10.6.2 MR1.

Software major release upgrades are offered and included during normal business hours (09.00 to 17.00 Monday to Friday, excluding bank holidays). An example of a major release upgrade is an upgrade from 10.6.2 to 10.6.3 or from 10.6.1 to 10.6.2 MR1. In some circumstances, Customers may need or desire to have the major release upgrades performed out of normal business hours in order to minimise downtime at busy periods. This service allows for up to 8 such upgrades Out of Hours per annum.

Allocate offers this service for an additional charge to cover Out of Hours costs. Optima customers however receive this service free of any additional charges.

The available timeslots will be published in advance and need to be pre-agreed with Allocate. Customers can select from the following time periods which are subject to change, however specific dates need to be agreed at least 2 weeks in advance with SaaS Operations.

Upgrades outside of normal business hours are only provided for LIVE systems. Preprod, Training, Managed Acceptance Testing and other environments will be upgraded during normal business hours.

Available time periods:

- Available timeslots: Mondays-Thursdays 18:00 – 00:00 (Specific dates and times will be published in advance for each release).

All Software which is provided as a SaaS Service is included in the scope of the upgrade service outside of normal business hours.

Details are subject to change.

1.8.2 Scheduled Maintenance Periods

Allocate will normally perform upgrades as part of its scheduled maintenance activities during the following periods:

- Mondays 4AM to 6AM (0400-0600)
- Thursdays 4AM to 6AM (0400-0600)

1.8.3 Emergency Maintenance

Emergency Maintenance may be required as a result of an upgrade that could potentially cause an outage or failure of the SaaS Services. Allocate will use reasonable endeavours to provide the Customer advance notification if possible and to manage such Emergency Maintenance in such a way as to minimise the impact on the Customer's operations. Emergency Maintenance may be conducted at any time.

2. Additional SaaS Services – Service Level

The following section contains the Service Levels for certain optional Additional SaaS Services that are available at an extra charge.

2.1 Pre-Production Environment

Pre-production (or Preprod), is a separate version of the Software running on the same servers as the live system. The Preprod system is used by Customers to test new releases of the Software before they are made available on the live system. There is no disaster recovery for Preprod.

One Preprod environment is included in the SaaS Service Charges. Additional Preprod environments can be purchased if required.

2.1.2 Service Availability

The following planned Service Availability will be provided for the Preprod environment:

Infrastructure type	Planned Service Availability (%)	Equivalent downtime per month
Pre-Prod environment (optional service)	95%	782 minutes

This service is subject to the same Actual Service Availability calculation, service availability limitations and Emergency Maintenance arrangements as the SaaS Services. However, any Scheduled Maintenance will take place during the Support Service Hours.

2.1.3 Hours of Support for Preprod Environments

The Operational Support Services are staffed during the following hours:

Hours	Description of services provided
Support Service Hours	Preprod SaaS Services support (all severities), Emergency Maintenance if necessary. Scheduled Maintenance; Software upgrades;
Out of Hours	No support provided.

2.2 TRAINING ENVIRONMENT

If required, customers can purchase a separate dedicated Training Environment. The charges include an environment capable of supporting 10 Users with no backup or disaster recovery. The service also includes provision for Upgrade Services to implement new releases. Customers can have as many Training Environments as required as they are priced individually. Training environment will be upgraded at the same time as live. There is no disaster recovery for Training environments.

2.2.1 Service Availability

The following planned Service Availability will be provided for the Training Environment:

Infrastructure type	Planned Service Availability (%)	Equivalent downtime per month
Training Environment (optional service)	95%	782 minutes

This service is subject to the same Actual Service Availability calculation, service availability limitations and Emergency Maintenance arrangements as the SaaS Services. However, Scheduled Maintenance will take place during the Support Service Hours.

2.2.2 Hours of Support for Training Environments

The Operational Support Services are staffed during the following hours:

Hours	Description of services provided
Support Service Hours	Training Environment SaaS Services support (all severities), Emergency Maintenance if necessary. Scheduled Maintenance. Software upgrades.
Out Of Hours	No support provided.

2.3 MANAGED ACCEPTANCE TEST ENVIRONMENT

Managed Acceptance Test Environments are an optional chargeable service. They differ from the Training Environment and Preprod as they run in a separate server environment. This is intended for use in special situations where testing of a new Software version is considered high risk to production. The service includes a standard minimal environment capable of supporting 10 Users with no backup or disaster recovery. The service also includes provision for Upgrade Services to implement new releases. Customers can have as many Managed Acceptance Test Environments as required as they are priced individually. Larger Managed Acceptance Test Environments can be supplied at additional cost.

This should not be confused with the single Preprod environment which is included in the SaaS Service Charges.

2.3.1 Service Availability

The following planned Service Availability will be provided for the Managed Acceptance Test Environment:

Infrastructure type	Planned Service Availability (%)	Equivalent downtime per month
Managed Acceptance Testing Environment (optional service)	95%	214 minutes

This service is subject to the same Actual Service Availability calculation, service availability limitations and Emergency Maintenance arrangements as the SaaS Services. However, Scheduled Maintenance will take place during the Support Service Hours.

2.3.2 Hours of Support for Managed Acceptance Test Environments

The Operational Support Services are staffed during the following hours:

Hours	Description of services provided
Support Service Hours	Managed Acceptance Test SaaS Services support (all severities), Emergency Maintenance if necessary. Scheduled Maintenance. Software upgrades.
Out Of Hours	No support provided.

2.4 OUT OF HOURS' UPGRADE SERVICE (IS PROVIDED FREE OF CHARGE FOR OPTIMA CUSTOMERS)

All Customers receive Software maintenance release upgrades outside of normal business hours (Support Service Hours). An example of a maintenance release upgrade is an upgrade from 10.6.2 to 10.6.2 MR1.

Software major release upgrades are offered and included during normal business hours (Support Service Hours). An example of a major release upgrade is an upgrade from 10.6.2 to 10.6.3 or from 10.6.1 to 10.6.2 MR1. In some circumstances, Customers may need or desire to have the major release upgrades performed out of Support Service Hours in order to minimise downtime at busy periods. This service allows for up to 8 such upgrades Out of Hours per annum.

Allocate offers this service for an additional charge to cover Out of Hours' costs. Optima customers however receive this service free of any additional charges.

The available timeslots will be published in advance and need to be pre-agreed with Allocate. Customers can select from the following time periods which are subject to change, however specific dates need to be agreed at least 2 weeks in advance with SaaS Operations.

Out of Hours upgrades are only provided for LIVE systems. Preprod, Training, Managed Acceptance Testing and other environments will be upgraded during Support Service Hours.

Available time periods:

- Available timeslots: Mondays-Thursdays 17:30 – 22:00 (Specific dates and times will be published in advance for each release).

All Software which is provided as a SaaS Service is included in the scope of the Out of Hours Upgrade Service.

Details are subject to change.

2.5 CLOUDCONNECT SMS SERVICE

CloudConnect SMS is the SMS gateway environment used to route SMS text messages to mobile handsets and, receive text messages where supported by compatible Software.

2.5.1 Service Availability

The following planned Service Availability will be provided for the CloudConnect SMS Service:

SaaS Infrastructure type	Planned Service Availability (%)	Equivalent downtime per month
CloudConnect SMS Service (optional service)	99.8%	87 minutes

This service is subject to the same Actual Service Availability calculation, service availability limitations Scheduled Maintenance and Emergency Maintenance arrangements as the SaaS Services.

2.5.2 Hours of Support for the CloudConnect SMS Environment

The Operational Support Services are staffed during the following hours:

Hours	Description of services provided
Support Service Hours	Cloud Connect SMS SaaS Services support (all severities), Emergency Maintenance if necessary. CloudConnect SMS software support and upgrades.
Out Of Hours	Scheduled Maintenance (during the hours specified in section 2.4.2). SaaS Infrastructure upgrades.

This service is subject to the same resolution targets, severity descriptions and escalation process arrangements as the SaaS Services.

2.6 TIME-CLOCKS SERVER HOSTING

This service hosts the Timeclocks Server software that enables Customers to use supported time-clocks for capturing time and attendance into the SaaS Services known as HealthRoster.

2.6.1 Service Availability

The following planned Service Availability will be provided for the Timeclocks Server Hosting:

Infrastructure type	Planned Service Availability (%)	Equivalent downtime per month
Time-Clocks Server Hosting (optional service)	99.8%	87 minutes

This service is subject to the same Actual Service Availability calculation, service availability limitations Scheduled Maintenance and Emergency Maintenance arrangements as the SaaS Services.

2.6.2 Hours of Support for the Time-clocks Server Hosting

The Operational Support Services are staffed during the following hours:

Hours	Description of services provided
Support Service Hours	Time-clocks Server Hosting SaaS Services support (all severities), Emergency Maintenance if necessary. Timeclocks Server software support and upgrades.
Out Of Hours	Scheduled Maintenance (during the hours specified in section 2.4.2). SaaS Infrastructure upgrades.

This service is subject to the same resolution targets, severity descriptions and escalation process arrangements as the SaaS Services.

2.7 ALLOCATE DATAHUB (FORMERLY ALLOCATE INFORMATION SERVICE DATA PACKS)

Allocate DataHub provides a collection of datasets transformed and optimised for data analysis and reporting. Allocate Optima data is made available via Allocate's analytical data warehouse, enabling the Customer to download or import reportable data directly to Customer's designated Business Intelligence ('BI') data warehouse or BI tool, whilst ensuring there is no negative impact to Allocate Optima user performance.

It is a self-service solution from where, using Customer internal resources, Customers can create automated downloads of their data, and create their own automated advanced BI reports and dashboards.

Data is available in 2 different formats:

Managed Views:

- Data is joined together into several managed views designed for ease of use and linking directly to a Data Warehouse or BI tool.

Normalised Optima Data:

- Data in its raw form, filtered to show reportable data only. This is for Customers with dedicated and experienced analytics teams and database management tools.

- [Pre-requisites](#)

The Allocate DataHub Service utilises the operational Allocate Optima software as a data source. The pre-requisites are:

- Access to and use of Allocate Optima
- Allocate Optima operational database is stored on the cloud and is accessible via internet.

- [Importing Customer data](#)

The Allocate DataHub is powered by Snowflake. When Customer purchases Datahub access will be given to a Snowflake reader account. Using a well-established cloud-based data warehousing and analytics platform will enable Customers to access and import Customer data in a way that suits based on available Customer resources. This includes but is not limited to:

Importing data to a BI tool

Most well-established BI tools have preloaded connectors to set up a connection to the Customer so that the Customer can import Customer data from the Snowflake reader account. This includes but is not limited to:

- Microsoft PowerBI
- Tableau
- Qlik

Importing data to a Customer's local warehouse

The connection Customer chooses to create to import Customer data into Customer data warehouse will depend on the resources and internal processes available to Customer. Common methods of importing Customer data include but are not limited to using:

- ODBC drivers
- JDBC drivers
- Python

2.7.1 Service access

The Allocate DataHub will refresh during the hours of 00.00 – 05.00 every Business Day. Importing Customer data during these hours could result in out of date / incomplete data. Data is best accessed at all other times outside of this refresh window - between 05:00 and 23.59, excluding Allocate DataHub maintenance windows, and maintenance of any description (including but not limited to Emergency Maintenance and/or Scheduled Maintenance), and is subject always to the Service Availability Limitations.

2.7.2 Data Processing and limits

In order to ensure that Customer can benefit from this product, Allocate has an acceptable usage policy in place ('Allocate DataHub Acceptable Usage Policy'). The Allocate DataHub Acceptable Usage Policy allows the Customer to use a total of 1 credit a day throughout the duration of the contracted period (set out in the Order Form). This means, for example, if Allocate

DataHub is purchased for one year, 365 credits will be available for the duration set out in the Order Form. One credit will allow the import of approximately 1 billion rows of data*.

For further information please refer to the Allocate DataHub Acceptable Usage Policy.

*(actual figure will vary based on number of columns and complexity of data being pulled)

Appendix 1 – Change Control Procedure

Change Management Policy

Purpose

This Change Management Policy was created for the SaaS Infrastructure Service in order to set expectations on how the approach to Changes will be managed, what defines a Change, the purpose and role of the Change Control Board (CAB), and the overall Change Management process.

All stakeholders will be expected to submit or request Change to the Allocate SaaS Service in accordance with the Change Management Policy, and all requests will follow the process detailed within this document.

The purpose of the Change Management Policy is to manage Changes in a rational and predictable manner so that staff and Customers can plan accordingly. Changes require a high level of planning, monitoring and evaluation to reduce negative impact to the customer base and to increase the value of the overall service.

1 Allocate Cloud Infrastructure

1.1 Definitions

The following additional definitions shall apply to the terms specified in this document:

Cloud Infrastructure means the virtual server environments that run the Software;

Change

- any implementation of new functionality to the Infrastructure
- any interruption to the Infrastructure Service
- any repair of existing functionality within the Infrastructure
- any removal of existing functionality

Change Advisory Board (CAB) is a control process for authorising any Change that falls outside of a standard Change (password reset, applying approved OS updates, user accounts)

Change Management is the process of controlling modifications to hardware, software, firmware, Security, and documentation to ensure that Customer systems are protected against improper modification before, during and after system implementation.

CDMB means the Change Management database used by Allocate;];

Change Request means a request for Change which is in the form set out at the end of this Change Management Policy;

Change Review means the process to be undertaken by the Change Advisory Board in respect of each proposed or actual Change during which it is tasked with analysing, investigating and reviewing the implications and/or outcome of any proposed Change;

Emergency Change is where an unauthorised immediate response to imminent critical system failure is needed to prevent widespread service disruption.

Scheduled Maintenance means the scheduled maintenance for the SaaS Infrastructure (as applicable).

Scheduled Change is a non-Emergency Change consisting of a formal notification received, reviewed and approved by the review process in advance of the Change being made.

Out of Hours means the hours which are outside of the Support Service Hours.

Unscheduled Change is an Emergency Change deemed to be a failure to present notification to the formal process in advance of the Change being made. Unscheduled Changes can only be acceptable in the event of a system failure or the discovery of security vulnerability.

1.2 Change Management Policy

- Every Change to part of the Allocate SaaS Infrastructure, including but not limited to, operating systems, computer hardware, networks, and Software, is subject to this Change Management Policy and must follow the following Change Management procedures.
- A formal written Change Request must be submitted for all Changes, both scheduled and unscheduled.

- All scheduled Change Requests must be submitted in accordance with Change Management procedures so that the Change Advisory Board (CAB) has time to review the request, determine and review potential failures, and make the decision to allow or delay the request.
- Each scheduled Change Request must receive formal CAB approval before proceeding with the Change.
- The CAB may deny a Scheduled Change or Unscheduled Change for reasons including but not limited to, inadequate planning, inadequate backup plans, the timing of the Change will negatively impact a key business process such as IG Reporting, or if adequate resources cannot be readily available. An adequate resource is not limited to the person/team carrying out the Change, and must include a support framework in the event of complications or issues.
- A Change Review must be completed for each Change, whether a Scheduled Change or Unscheduled Change, and whether successful or not.
- A log ("Change Management Log") must be maintained for all Changes which must contain, but is not limited to:
 1. Date of submission and date of Change
 2. Owner contact information
 3. Nature of the Change
 4. Risk
 5. Indication of success or failure

2 Change Management Process

The Change Management process establishes an effective procedure for tracking the submission, coordination, review, evaluation, categorisation and approval for release of all Changes to the Allocate SaaS Infrastructure baselines.

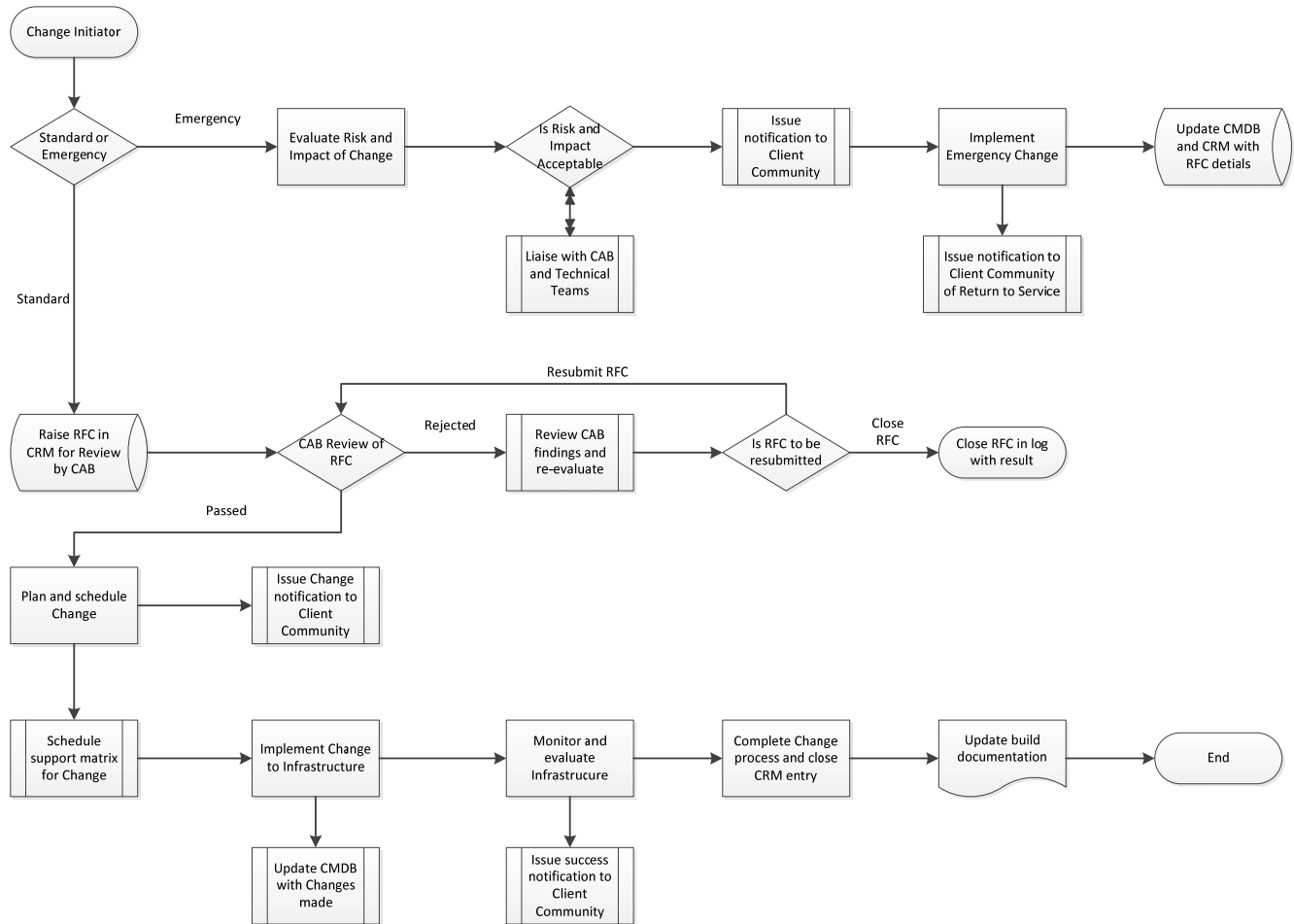
2.1 Change Advisory Board

The Change Advisory Board (CAB) consists of the following people:

- Business Systems Director
- SaaS Manager
- CIO

The CAB will review all non-maintenance Change Requests, standard and emergency (where permitted), and can either postpone, authorise or reject a Change Request based on the supporting evidence provided.

2.2 Process Flow



2.3 Key Process Steps

The process detailed in the flow shows the steps required from identifying the driving element for the Change through to the implementation of the Change once passed by the CAB (Change Advisory Board). The key steps within the process are:

1. Identify the need for a Change – requestors will fully complete a Change Request (where the Change is not an Emergency Change as these, by their nature, will work outside of the standard Change process flow)
2. Log Change in the CRM System – the CRM will keep a log of all submitted Change Requests
3. Evaluate the Change – conduct a preliminary analysis of the impact of the Change to risk, cost, schedule, and scope, and seek clarification from Allocate’s technical teams (and the Requestor) where needed
4. Submit the Change Request to the CAB – the CAB will discuss the proposed Change and decide whether or not it will be approved based on all of the information supplied

5. Implement Change (Allocate SaaS Operations Team) – if the Change is approved then the Allocate SaaS Services operations team will implement the Change, update the CMDB, and relevant documentation and close the Change Request

Request for Change (RFC) Form

Change Title	
Date	
Requestor	
Risk of Change – (VH/H/M/L)	
Type of Change (Standard/Emergency)	
Approved by	
CRM Ref	

Change Description (A short narrative as to what is required)								
Reason For Change (i.e. Business case, intended benefits and any consequences of not executing the change)								
Risk Assessment								
Affected System/s								
Details of change and Procedure of Work Including Time Table								
Timetable								
		Date						
Key Customer Contact								
Business Impact / Risk Analysis								
Likelihood		Impact To Business						
			Insignificant	Minor	Moderate	Major	Catastrophic	
		A	Almost Certain to occur in most circumstances	Medium (M)	High (H)	High (H)	Very High (VH)	Very High (VH)
		B	Likely to occur frequently	Medium (M)	Medium (M)	High (H)	High (H)	Very High (VH)

	C	Possible and likely to occur at some time	Low (L)	Medium (M)	High (H)	High (H)	Very High (VH)
	D	Unlikely to occur but could happen	Low (L)	Low (L)	Medium (M)	Medium (M)	High (H)
	E	May occur but only in rare and exceptional circumstances	Low (L)	Low (L)	Medium (M)	Medium (M)	High (H)
Risk And Mitigation / Test Details							
Risk breakdown		Likelihood (A, B, C, D or E)			Impact to Business		
Details of Pre-Testing							
What are risks and what has been done to reduce the risk							
Details of Post Implementation Testing							

Regression / Back Out Plan Details (If the change implementation fails how will Regression and necessary escalations occur)	
Details of Back Out Plan	

Escalation Path During Change to include both Customer and Allocate contacts (where required)			
1		Telephone Number	
1		Telephone Number	

DR requirements (Will this change need to be replicated at the DR site if so when and by whom)	
Yes (Please provide details)	
No	
Unsure? (if unsure please contact 3 rd party for advice)	

Details Of Hardware Assets Or Software Assets To Be Affected By The Change? / Sufficient Software Licenses Allocated Or Purchased?					
HWA		SWA		LIC	

Other Recommendations/Comments

Service Level Agreement (SLA)

Part C2 - This part relates to legacy Selenity Limited products/services only

This Part C2 sets out the service levels which Allocate will use reasonable endeavours to achieve when delivering the SaaS Services under an Order.

It is to be read in conjunction with (i) Part A of the SaaS Services Terms and Conditions as well as (ii) Allocate's General Terms and Conditions for the provision of Services and (iii) the Order Form.



In Strict Commercial Confidence

Service Level Agreement (SLA)

Version	Date	Description	Author
1	26/07/2016	Initial version	Katie Wright
2	31/10/2016	Formatting updates	Katie Riley
3	09/03/2017	Formatting updates Changes to Service Levels	Anthony Sherwin
4	25/07/2017	Company Rename from Software Europe to Selenity	Anthony Sherwin
5	20/09/2018	Value change for uptime escalation	Anthony Sherwin
6	19/11/2019	Change of owner from CTO to Client Services Director Format Change Policy Review	Anthony Sherwin
7	22/05/2020	Policy Review	Anthony Sherwin
8	03/07/2020	SLA Updates Format Change	Anthony Sherwin Luke Redhead
9	20/10/2021	Formatting updates	Alex Brett

Contents

SERVICE LEVEL AGREEMENT (SLA).....	4
OUR APPROACH	4
OUR SUPPORT	5
SUPPORT PACKAGES	5
SUPPORT CHANNELS	5
SUPPORT HOURS	6
SUPPORT ESCALATION PROCEDURE.....	6
PRODUCT SERVICE LEVELS	7
SERVICE LEVELS	7
SERVICE LEVELS - PRODUCT AVAILABILITY	7
PRODUCT MONITORING FOR PERFORMANCE & RELIABILITY	8
PRODUCT UPDATES AND MAINTENANCE.....	8
INFORMATION SECURITY & TECHNOLOGY	9
OUR INFORMATION SECURITY.....	9
OUR PRODUCT INFRASTRUCTURE	9
ACCOUNT MANAGEMENT	10
QUARTERLY REVIEW OF PRODUCT AND SERVICE PERFORMANCE.....	10
ANNUAL CONFIGURATION AND SERVICE REVIEW	10
ANNUAL EXPENSES SPEND ANALYSIS PRESENTATION.....	10
CONTACT US.....	11

Service Level Agreement (SLA)

Our Approach

At Allocate we are dedicated to delivering you the best service possible whilst making sure our services are easy to use and robust. This document outlines our Service Levels (herein SLs), our support methods and our information security processes to provide you with important information about our services. Our approach is flexible to give you the best experience so if you have any questions or feedback, please do not hesitate to contact us.

Our Support

When you need support with our products, our Support team are here to help. We are passionate about making sure you get the best experience and that we solve your query promptly. Success means we have answered your query within a set response time and with minimal responses needed. We measure our service using a Service quality index (SQI) where every query can have feedback left about the service. Over many years, our average SQI exceeds 90% where customers are completely satisfied.

Support Packages

Our support model has been created with simplicity in mind where we deliver an excellent service as standard.

Support Packages	Products	What We Offer
Administrator Support	All	Our Support team will support all administrators with product related queries.
Administrator and Claimant Support	Selenity Expenses & Expedite Services Only	Our Support team will support all administrators and all claimants with product related queries (excludes policy related queries).

With all support packages, you will receive:

- Access to our UK based support team with 24/7 emergency support
- 2-hour targeted support response for general queries (incidents/escalations are defined within the service level section of this document)
- Documenting and prioritising of support tickets
- Problem identification and investigation
- Monitoring the progress of logged support tickets with follow-up/escalation where necessary
- On-going communication with the customer until the support ticket is resolved.

For further information on the prioritisation of support tickets, please see our 'Support Escalation Procedure' and 'Service Levels'.

Support Channels

Our customer portal, Circle, is our central hub for all support. Our customer portal allows you to access all resources such as our ticketing, status page, groups, ideas and more. You will be able to raise support tickets via Circle as well as emailing our Support team. In addition to this, we offer phone support to allow a member of our Support team to talk with you and help resolve queries.

We offer a LiveChat function for real-time conversations with our Support team, as well as automated chatbots designed to share answers to common queries 24/7. Knowledge, our support area with the products, is where we keep all guides and videos. The guides are designed to talk through all users, from users first logging in to experienced administrators who support with a particular area of the product. These guides and walkthrough videos are also available 24/7.

Support Hours

Our Support team are available between 08:00 GMT and 17:30 GMT (during office hours). Please see further details below:

Period

Monday to Friday (ex UK public holidays)

Weekends

Other hours

There may be times where you need to reach us outside of these hours for

emergencies. We have a 24-hour emergency only service and this is available through the support number +44

Availability

08:00 GMT - 17:30 GMT

By separate agreement

By separate agreement

(0)1522 881300 and +44 (0)1522 507880. A representative will document the call and alert the on-call technical team who will assess the severity of the issue and act or call for further information. This is included as a standard service.

Support Escalation Procedure

There may be times where a ticket requires escalation due to the type of query raised. Where a ticket has not been resolved in our first line support queue, we will escalate it accordingly to the second line and so on. We do this to get the best response to you as quickly as possible.

Where you wish to escalate an item or there has been an incident, the team will send to the appropriate support line. The table below shows the support levels and actions. Throughout this process all actions are logged within our customer portal, Circle.

Outside of raising queries with our Support team, you can contact your Account Manager at any point, and they will liaise with the Support team to ensure appropriate escalations where required.

Support Level	Support Point	Action
First and Second Line	Support Team	Review query/problem and resolve or create acceptable temporary solution.
Third Line	Senior Technical Consultant or Customer Experience Lead	Review query/problem and actions previously taken. Develop plan and deploy resources to resolve.
Fourth Line	Client Services Director or Delegated Authority	Review problem and actions previously taken. Develop plan and deploy resources to resolve.

Product Service Levels

Service Levels

Our SLAs help us to benchmark our support that we offer to ensure that you have a fair expectation of our response and resolution targets in the event of an incident/problem identified.

Please see below for the response and resolution targets for the Severity Level assigned to the support ticket. The resolution target is our aim for the total elapsed time from the point where the support ticket is reported to Allocate by phone, portal or email to the point where the problem is resolved. Where applicable, a temporary solution will be provided to ensure minimal disruption to the service. Where 'business hour(s)' is specified, this operates between our support times highlighted within this document.

Severity Level	Definition of Severity	Response Target Time	Resolution / Workaround Target Time
Severity One	The product is unavailable or has stopped working. The impact is causing major inconvenience.	Within 0.5 business hours.	Within 2 business hours.
Severity Two	The product is usable but some primary functionality is unavailable. The impact is causing significant inconvenience.	Within 1 business hour.	Within 8 business hours.
Severity Three	The product may still be used but there are some restrictions on functionality.	Within 2 business hours.	Within 14 business days.
Severity Four	The reported problem has little to no impact on the usability of the product.	Within 2 business hours.	We will assess the impact with you and agree a timeframe where applicable.

Service Levels - Product Availability

Our product availability is reported and reviewed weekly to ensure that the best possible performance is being maintained. We aim for an uptime of 100% and we have procedures in place to escalate anything below 99.99% to the Executive team for review and resolution.

Our monitoring system is remote from our servers so that we record the 'real world' customer experience. This means that we track and record what a user is experiencing, and this is monitored 24 hours a day. To see our status page, please visit <https://status.selenity.com/>.

Product Monitoring for Performance & Reliability

We monitor our products 24 hours a day, with two parameters being tracked at five-minute intervals.

- The first is a simulated log-on and entry of using core parts of the product. Checks are undertaken to ensure this is completed successfully.
- The second parameter is looking at the time taken to complete the action and how long the service takes to respond.

The alerting service operates 24 hours a day, 7 days a week to monitor for any signs of performance degradation. If any failures or product slowdowns are detected, the performance team are notified. Please note that we cannot accept responsibility for the availability and performance of internet connections.

Product Updates and Maintenance

Where required, infrastructure maintenance and product updates take place and do not typically result in product disruption. Where there may be disruption, all customers are notified in advance via a message on the product or notified via other channels where applicable.

Should an attempt be made to logon during an active maintenance period with expected disruption, the user will see a friendly message explaining that maintenance is in progress. For further information, please visit <https://security.selenity.com/>.

In rare instances, we may need to perform an emergency fix to our product(s). In these occasions, we do our utmost to warn product administrators. We take precautions to minimise any disruption to the usability to the service should we need to perform an emergency fix outside of the standard maintenance window. For further information, please visit <https://security.selenity.com/>.

Information Security & Technology**Our Information Security**

Information security is of paramount importance. For further information on the processes we use along with our product processes you can access, please visit <https://security.selenity.com/>. Please note this also includes information about our data protection, including technical information and processes.

Our Product Infrastructure

We are always improving our infrastructure to bring continuous performance and security gains. Please refer to our security site for information on our infrastructure and hosting provider(s) by visiting <https://security.selenity.com/>.

Account Management

Allocate believes in a transparent, open, and proactive approach to managing the customer relationship and a dedicated member of the Account Management team looks after each customer for the life of the contract. Your Account Manager's core responsibility is to make sure that you get the most out of your investment and that it continues to drive efficiency and savings within your business. They will be in touch on a regular basis to ensure you are aware of the latest functionality available to you and that you are happy with both the support and the product.

Annual Configuration and Service Review

Your Account Manager will offer an annual full product review meeting with your administration team and budget holder(s) to review feature utilisation and ensure you are getting the best return on investment.

End

Section 2

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY ALLOCATE SOFTWARE LIMITED FOR ALLOCATE ONEVIEW

These General Terms and Conditions for the provision of Services by Allocate Software Limited relate to the provision of the legacy Allocate products/services called Allocate OneView

ALLOCATE SOFTWARE LIMITED

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES [FOR ALLOCATE ONEVIEW ONLY]

1 Definitions and Interpretation

1.1 For the purposes of this document the terms defined below have the meanings specified:

“Agreement” means these Terms (including its Annexes) together with all relevant Order Forms between Allocate and the Customer for the Services.

“Allocate” means Allocate Software Limited, whose office is at 1 Church Road, Richmond, TW8 2QE, United Kingdom.

“Allocate IPR Claim” means any claim, demand, action or proceeding brought against the Customer asserting that the Services or any Deliverable provided by Allocate to the Customer infringes the Intellectual Property Rights of any third party.

“Annex” means the annex to this document.

“Charges” means the charges payable by Customer in respect of the provision or use of the Services, as specified in an Order Form.

“Confidential Information” means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of the Order), including all information relating to that other's business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which:

- (a) is available to the public other than because of any breach of the Order;
- (b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- (c) was, at the date it was received by the receiving party, independently developed by the receiving party without reference to the Confidential Information received from the disclosing party;

- (d) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- (e) is trivial or obvious,

and Allocate's Confidential Information includes the contents of this Agreement, each Order Form, applicable SOW(s) and all Documentation.

"Customer" means the company, entity, individual, group or other body agreeing to receive Service(s) from Allocate and who is named on the Order Form.

"Customer Data" means all data, including, without limitation, Personal Data and Non-Personal Data, owned by, licensed to or in the possession of the Customer which the Customer, or Allocate on the Customer's behalf, processes using the Services.

"Customer IPR Claim" means any claim, demand, action or proceeding brought against Allocate asserting that Allocate's use of (i) the Customer Data or (ii) any other item, information or input provided by the Customer or which the Customer permits Allocate to use in connection with the Services, infringes the Intellectual Property Rights of any third party.

"Deliverable" means specific work output from the Professional Services which is intended to be delivered by Allocate into the possession of the Customer.

"Documentation" means all on-line help files and written instruction manuals regarding the Use of the Services in either printed or machine-readable form which are provided by Allocate to the Customer.

"Effective Date" means the commencement date for a particular Service as set out in an Order Form.

"Entities" means the total number of Customer database records which are hosted and used within the Allocate OneView application. For the avoidance of doubt, Customer database records shall include but not be limited to personnel records and data, equipment and resources of the Customer.

"Force Majeure" means an event beyond the control of a Party and which prevents that Party from complying with any of its obligations under an Order (excluding the obligation to pay the Charges) including acts of God (such as fires, explosions and floods); war, hostilities, invasion and embargoes; pandemic; epidemic; contamination by any toxic or hazardous materials; riot, commotion, strikes, go slows, lock outs or disorder (unless of employees of the Party in question or its subcontractors); or acts or threats of terrorism.

"Intellectual Property Rights" means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

“Market” means the provision of the OneView application into the relevant market sector.

“Minimum Technical Requirements” means the minimum software and hardware requirements set out on the Website and Updated from time to time, with which the Customer and Users must comply in order to receive the benefit of the Services.

“Non-Personal Data” means all data which is not: (i) Personal Data; or (ii) data from which the Customer is identifiable; for the avoidance of doubt, Non-Personal Data includes any anonymized Personal Data from which it is not possible to identify a living individual.

“OneView” means Allocate’s workforce optimization and resource management software, which has an enterprise-wide view of resourcing requirements and available skillsets to drive informed decision-making and enhanced corporate performance (including but not limited to the Software’s associated standard reporting functionality).

“Order” means each contract for Services between Allocate and the Customer, as described in clause 2.1.

“Order Form” means a final order form agreed to and signed by Allocate and Customer specifying the Service(s) purchased and associated Charges.

“Professional Services” means the Set Up Services, Training Services and any other Services as described under the applicable SOW governed by the Professional Service Terms and Conditions.

“Professional Service Terms and Conditions” means the additional terms provided to Customer separately that govern the applicable Professional Services as described in the applicable SOW.

“SaaS Services” means the provision, by Allocate to the Customer, of a service permitting the Users to access the Website and Use the Software including but not limited to the OneView products.

“SaaS User Policy” means the user policy which may contain certain Website security procedures and the generally applicable policies governing the use of the SaaS Service which is issued by Allocate to the Customer from time to time.

“Services” means the Services provided by Allocate to Customer specified in an Order Form which may include but is not limited to the SaaS Services and/or the Professional Services.

“Set Up Services” means the set up and configuration services set out in the Order Form which may include but not be limited to, system set up and configuration; data input; data migration; back end modifications; and/or set up of the SaaS Services.

“SLA” means the service level agreement: (i) in respect of technical software support, set out in Annex B; and (ii) in respect of the SaaS Services, set out in Annex C.

“Software” means the software as a service applications and modules listed in an Order Form (the Use of which is limited to access by the Customer via the Website only) and all modifications, updates and enhancements thereto provided by Allocate (including its

respective licensors, if any) including OneView as defined above.

“SOW” means Statement of Work and any necessary addendums or amendments from time to time.

“Terms” means the terms and conditions set out and that are included in this Agreement that includes the additional specific terms applicable to each Service specified in the Annex or in the case of Professional Services, the Professional Services Terms and Conditions and applicable SOW(s).

“Third Party Software” as described under clause 7.

“Updated” means as amended by Allocate by notification to the Customer and/or Users which may include notification by updating information displayed on the applicable Website.

“Use” means to (i) access via an applicable website, download and/or install the Software; (ii) access, run or execute any component of the Software; (iii) request, create, share, or update any data, data search, or data display instructions for, or in connection with, the Software, (iv) administer any field changes or other database structure changes for, or in connection with, the Software; and/or (v) to View any data, information or subsets thereof in connection with the Software.

“User Rights” the access and authority rights applicable to each User as determined by the Customer.

“Users” means the Customer’s employees who may Use the Services on behalf of the Customer provided that Customer shall not authorize any Use or any User which is not allowed by the terms of this Agreement.

“Website” means the software and hardware infrastructure which the Customer may access in order to receive the SaaS Services, as identified in the Order Form or notified by Allocate to the Customer from time to time.

1.2 In the event of any inconsistency or conflict between the terms of this Agreement, the following order of precedence shall apply in order to resolve any such inconsistency or conflict, except for matters of fees, payment and reimbursement of expenses, if otherwise/further specified in a SOW:

- (a) these General Terms and Conditions for the provision of Services, except in relation to the specification of the Charges which is set out in the Order Form;
- (b) the Order Form;
- (c) in the case of Professional Services, the Professional Services Terms and Conditions and any Applicable SOW(s) and associated Addenda;
- (d) in the case of SaaS Services, the SaaS Services Terms and Conditions set out under Annex A.

2 THE CONTRACT

2.1 Allocate and the Customer agree that, by signing an Order Form, they are entering into a contract ("**Order**") consisting of:

- (a) the Order Form; and
- (b) these General Terms and Conditions for the provision of Services; and
- (c) in the case of Professional Services, the Professional Services Terms and Conditions; and/or
- (d) in the case of SaaS Services, the SaaS Services Terms and Conditions.

2.2 Allocate and the Customer further agree that no terms, provisions or conditions of any purchase order, acknowledgement or other business form that the Customer may use in connection with the purchase of the Services will have any effect on the rights, duties or obligations of the Parties contained in the Order or in any other way modify the Order, regardless of any failure of Allocate to object to such terms, provisions or conditions.

3 OBLIGATIONS OF THE PARTIES

3.1 Allocate shall:

- (a) provide the SaaS Services using reasonable care and skill and in accordance with the standards described in the Order; and
- (b) use its reasonable endeavors to meet any planned Services commencement date specified in an Order or otherwise agreed in writing but time shall not be of the essence in respect of any such date. The Customer acknowledges that all planned Services commencement dates are also dependent on the Customer's prompt performance of its obligations in accordance with the Order.

3.2 If any hardware or firmware is provided by Allocate to the Customer under an Order then, in addition to the terms of the Order, the terms and conditions of the manufacturer, distributor or supplier of the hardware or firmware from which Allocate purchased such hardware or firmware shall also apply as between Allocate and Customer. Allocate shall provide such terms and conditions to Customer upon request. In the event of any inconsistency between the Order terms and the manufacturer's, distributor's or supplier's terms, the Order shall prevail.

3.3 The Customer shall be responsible for ensuring that:

- (a) it has such internet connectivity and mobile network coverage as may be necessary for the Customer to receive the Services;
- (b) the Services are suitable and adequate for its purposes;
- (c) the Users comply with any applicable User Rights;
- (d) it has obtained any permissions, licenses and consents required for Use of the Services;

- (e) it complies with all applicable local and foreign laws and regulations which may govern the Use of the Services;
- (f) it has, and maintains, an up-to-date version of appropriately robust virus checking software installed on its servers; and
- (g) it makes any adjustments or changes within its own technical environment or business operations as may be necessary for it to receive the Services and that it is and remains compliant with the Minimum Technical Requirements;
- (h) it provides such co-operation, facilities, and access to its premises that Allocate may reasonably require to enable Allocate to provide the Services;
- (i) it complies with any reasonable instructions of Allocate in connection with the Services; and
- (j) any Use of the Software pursuant to this Agreement, whether directly or indirectly, whether by an employee, contractor or customer of the Customer or any of its Affiliates, shall be expressly authorized by the Customer, shall be solely for the benefit of the Customer and/or its Affiliates and for purposes of its/their internal business operations, and shall be only in object code form and otherwise solely in accordance with the terms and conditions of this Agreement or relevant Order Form and as limited by the number of Entities and/or scheduled Entities. The Customer shall be responsible for all Use of the Software by any User whether or not authorized by Customer.

3.4 The Customer agrees that:

- (a) Allocate shall bear no liability for any failure of or delay in the Services arising as a result of (i) any action or omission of the Customer or (ii) the Customer's or its third party(ies) software, services or systems; and
- (b) in the event of any failure or defect in the Services, Allocate shall be entitled (where possible) to re-perform the same and shall otherwise always be afforded not less than thirty (30) days by the Customer (following notification of any failure or defect) in which to remedy the same.
- (c) Customer hereby represents that it shall (i) comply with all applicable local and foreign laws and regulations which may govern the use of the Services, and (ii) use the Services only for lawful purposes and in accordance with the terms of this Agreement.
- (d) The warranties set forth in this Agreement are exclusive and in lieu of all other warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade and whether written or oral, all of which are hereby excluded and disclaimed to the fullest extent permissible by law.

4 CHARGES

- 4.1 From time to time, Customer may request that Allocate provide certain Professional Services. Professional Services are subject to this Agreement and the Professional Services Terms and Conditions provided to Customer purchasing Professional Services. In each case where fees for Professional Services are not specified on a SOW, the fees for such Professional Services shall be Allocate's standard professional fee rates then in effect. Customer shall also pay all reasonable costs incurred by Allocate's personnel for travel, lodging and meal expenses related to such Professional Services. Should Allocate agree to provide Professional Services, the payment of the SaaS Service fees and Support Charges under this Agreement shall not be contingent under any circumstances upon the performance of any such Professional Services.
- 4.2 In consideration for the provision of the Services to Customer hereunder, Customer shall pay Allocate the Charges. The Charges shall be due and payable thirty (30) days from the date the Customer receives an invoice.
- 4.3 Allocate reserves the right to charge Customer interest on any payment not made in accordance with the payment terms, unless the reason for the delay is a dispute relating to an invoice. Interest will be calculated on a daily basis, both before and after any judgement, at the rate of four (4) per cent per annum above the base rate from time to time of the Bank of England's base rate, for the period from the due date until the date on which the outstanding payment is actually paid.
- 4.4 All payments made or to be made under an Order shall be made in full, without any deduction, withholding, set-off or counterclaim.
- 4.5 In the event of a bona fide dispute regarding any invoice or other request for payment, Customer shall immediately notify Allocate in writing and the Parties shall attempt promptly and in good faith to resolve any dispute regarding the amounts owed. In each such case, Customer shall pay all undisputed amounts on or before the due date for payment of such invoice.
- 4.6 The Charges are exclusive of any applicable sales, use or service tax or any other applicable tax of any nature whatsoever, including any Value Added Tax; all such taxes will be added to the appropriate invoice and shall be payable by Customer in accordance with the law from time to time and the terms hereof.
- 4.7 If any applicable law requires Customer to withhold amounts from any payments to Allocate hereunder, Customer shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Allocate with tax receipts evidencing the payments of such amounts, and (ii) the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Allocate receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Allocate would have received and retained in the absence of such required deduction or withholding.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Except as expressly stated otherwise in an Order, the Intellectual Property Rights in the Services, Deliverables, Documentation, Website and work output from the Professional Services are and shall remain the property of Allocate (and/or its third party licensors).

- 5.2 Subject to clause 8, the Customer acknowledges that Allocate shall be entitled to use, in any way it thinks fit, any skills, knowledge and techniques acquired by Allocate in performing the Services.
- 5.3 The Customer shall not, and shall procure that Users shall not, except as expressly permitted in an Order:
- (a) modify, translate, create or attempt to create derivative copies of or copy the Services, Software, Deliverables, Documentation, Website or work output from the Professional Services (whether in whole or in part);
 - (b) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software and/or the Website to source code form;
 - (c) distribute, sub-license, assign, share, timeshare, sell, rent, lease, transmit, grant a security interest in or otherwise transfer (i) the Services, Software, Deliverables, Documentation, Website or work output from the Professional Services or (ii) any of the Customer's rights to Use any of the same.
- 5.4 The Intellectual Property Rights in the Customer Data are and shall remain the property of the Customer. The Customer grants to Allocate a non-exclusive, limited license for the term of the Order to use and process the Customer Data to the extent necessary to enable Allocate to comply with its obligations and exercise its rights under the Order.
- 5.5 If either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in this clause 5 it shall, immediately upon request of the other Party, assign in writing such Intellectual Property Rights to the other Party.
- 5.6 Unless otherwise specified in the applicable SOW, as between the Parties, Allocate will be the sole and exclusive owner of all right, title and interest (including, without limitation, all intellectual Property Rights embodied therein) in and to any Deliverables in connection with the performance of any Professional Services. Customer agrees that if it requests, accepts, or makes use of any Professional Services, Customer will be bound by this Agreement. Subject to the payment of the Charges and to all the terms of this Agreement, Allocate will provide or procure the provision of the Services to the Customer and grants Customer a non-exclusive, non-transferable license for the duration of the relevant SaaS Service (as set out in the Order Form) to use the Documentation (and Deliverables as set out under an applicable SOW, where applicable) in connection with that Service.

6 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 6.1 The Customer shall, at its expense and in its sole discretion, defend any Customer IPR Claim and shall indemnify and keep indemnified Allocate against all losses, liabilities, costs and expenses (including legal expenses) arising out of or in connection with any Customer IPR Claim, provided that Allocate gives prompt written notice to Customer of the same and grants Customer the full authority to proceed as contemplated herein. Customer will have the exclusive right to defend at its expense any Customer IPR Claim and make settlements thereof at its own discretion, and Allocate may not settle or compromise such claim, action

or allegation, except with the prior written consent of Customer. Allocate shall give such assistance and information as Customer may reasonably require in connection with the investigation, defense or settlement of any Customer IPR Claim.

- 6.2 Allocate shall, at its expense and in its sole discretion, defend any Allocate IPR Claim and shall indemnify and keep indemnified the Customer against all losses, liabilities, costs and expenses (including legal expenses) arising out of or in connection with any such Allocate IPR Claim, provided that the Customer gives prompt written notice to Allocate of the same and grants Allocate the full authority to proceed as contemplated herein. Allocate will have the exclusive right to defend at its expense any Allocate IPR Claim and make settlements thereof at its own discretion, and the Customer may not settle or compromise such claim, action or allegation, except with the prior written consent of Allocate. The Customer shall give such assistance and information as Allocate may reasonably require in connection with the investigation, defense or settlement of any Allocate IPR Claim.
- 6.3 In the event any such Allocate IPR Claim is brought or threatened, Allocate may at its sole option and expense:
- (a) procure for Customer the right to continue Use of the Services or the allegedly infringing part thereof; or
 - (b) modify or amend the Services or the allegedly infringing part thereof, or replace the Services so the Services or part thereof as so modified, amended or replaced has substantially the same or better capabilities as the original Services or part thereof.
- 6.4 The foregoing obligations shall not apply to the extent the alleged infringement arises as a result of or is based upon:
- (a) modifications to the Services not performed by Allocate; or
 - (b) use or combination of the Services with other programs or data not provided by Allocate; or
 - (c) Allocate having complied with any specific instructions of the Customer in performing or providing the Services.
- 6.5 This clause 6 states the entire liability of each Party to the other with respect to the infringement of any third-party Intellectual Property Rights.

7 THIRD PARTY SOFTWARE

- 7.1 The Software may contain or may be distributed or bundled with certain third-party software, data, or other materials (collectively, "Third-Party Software") that are separately licensed by their respective owners, and therefore subject to terms governing the use thereof that are in addition to or different from the terms of this Agreement. Customer agrees to comply with such additional or different terms and conditions. Such terms may be included or referenced in or with such Third-Party Software within the Documentation.
- 7.2 Information on how to obtain source code for certain third-party code, if applicable, may be provided on request. The information supplied is for Customer's information only, and

any licenses or restrictions contained in this Agreement do not alter any rights or obligations Customer may have under the terms associated with the Third-Party Software. In addition, Customer will be solely responsible for obtaining and complying with any licenses that may be necessary to use the Third-Party Software and any rights and liabilities arising out of or in connection with the Third-Party Software shall arise between the Customer and the relevant third party and not between the Customer and Allocate.

8 LIMITATION OF LIABILITY

- 8.1 The Parties agree that nothing in any Order shall be deemed to exclude, restrict or limit liability of either Party (or their respective licensors, agents or sub-contractors) for death or personal injury resulting from their negligence or any liability for intellectual property rights infringement, breach of confidentiality or fraudulent misrepresentation.
- 8.2 Subject to clauses 8.1, 8.3 and 8.4 (and in addition to the Customer's liability for the Charges), the maximum aggregate liability of each Party to the other (including its respective licensors, agents and sub- contractors, if any) under, arising from or in connection with any Order, whether arising in contract, tort (including negligence) or otherwise, shall not, during the first twelve (12) months of the term of the Order, exceed the total Charges paid or payable by Customer for that period and thereafter shall not exceed the total Charges paid under the Order in the twelve (12) months preceding the date that the claim arose.
- 8.3 In no event shall either Party (including its respective licensors, agents and sub-contractors, if any) be liable for (even if advised of the possibility of such loss, cost or damages):
- (a) any loss of profits, business interruption, loss of use, loss of contracts, loss of data, loss of goodwill or damage to reputation, loss business or business benefit or loss of anticipated savings (in each case whether direct or indirect); or
 - (b) any special, indirect, incidental, or consequential damages or similar losses of any nature whatsoever.
- 8.4 Allocate shall not be liable for any losses, damages, costs or expenses arising out of or in connection with any failure by the Customer to comply with the process for the return of Customer Data set out in the SaaS Terms and Conditions.
- 8.5 No employee, agent, representative or affiliate of Allocate has authority to bind Allocate to any oral representations or warranty concerning the Services. Any written representation or warranty not expressly contained in this Agreement or applicable SOW is unenforceable except that this shall not exclude liability for fraudulent misrepresentation.
- 8.6 Both Parties accept that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

9 CONFIDENTIAL INFORMATION

- 9.1 Each Party shall:
- (a) keep confidential all Confidential Information of the other Party which it receives in

connection with the Order;

- (b) not copy or reproduce any part of it without the prior written approval of the other Party, except as strictly necessary for the performance of its obligations under the Order;
 - (c) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;
 - (d) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, the Order;
 - (e) subject to clause 7.2, not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and sub- contractors on a 'need to know' basis as strictly required for the purposes of the Order and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 9); and
 - (f) promptly, upon request and, in any event, upon termination of the Order (for whatever reason), return to the other Party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other Party, certify in writing that it has done so.
- 9.2 Either Party may disclose the other Party's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

10 DATA PROTECTION

- 10.1 Both Parties will comply with Annex E.

11 NON-PERSONAL DATA

- 11.1 Allocate has the irrevocable right which shall survive any termination or expiry of this Agreement or applicable SOW(s) to use, copy, distribute and disclose Non-Personal Data for any purpose, including, without limitation for the following purposes:
- (a) aggregating and analyzing such data (particularly regarding the workforce, contracted personnel rotas and consultants job plans within the Customer) including for the production of benchmarking reports;
 - (b) linking with current and future software within the SaaS Services (or outside of the SaaS Services but approved by the Customer);
 - (c) monitoring, developing, improving and optimizing any of Allocate's software and services or its infrastructure underlying the same.

12 TERM, SUSPENSION AND TERMINATION

- 12.1 This Agreement shall commence on the Effective Date and unless terminated earlier in accordance with clause 12.2 or 12.3 shall continue for a period of three (3) years unless expressly agreed otherwise in the relevant Order Form.
- 12.2 Allocate may, acting reasonably, suspend the provision of any Service (or any part of a Service) without liability to the Customer in the event of:
- (a) any unauthorized access to the Customer's network which may result in unauthorized access to Allocate's network, the suspension to last until such time as that unauthorized access ceases or is demonstrated by the Customer not to have occurred; and/or
 - (b) any breach by the Customer of any of its obligations under an Order (including any failure to pay any Charges when due, unless an invoice has been disputed); and/or
 - (c) any requirement by law or at the direction of any court of governmental or other regulatory body, provided that, during the period of any such suspension the Charges for the suspended Service (or part thereof) will not be payable unless the suspension arises as a consequence of Customer's breach of an Order.
- 12.3 Either Party may, by written notice to the other, immediately terminate this Agreement, an Order Form or part thereof, if any of the following events occur:
- (a) the other Party is in material breach of its obligations under this Agreement, an Order Form or part thereof which breach, if capable of being remedied, has not been remedied within thirty (30) days after the non-breaching Party has given the breaching Party written notice of such breach; or
 - (b) the other Party commits repeated and/or persistent breaches of the Order (whether or not remedied within a thirty (30) day period); or
 - (c) the other Party terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.
- 12.4 Allocate may, by written notice to the Customer, immediately terminate all or any part of an Order, if:
- (a) the Customer fails to pay any Charges in accordance with the Order (after having notified the Customer that such payment is overdue and affording the Customer not less than seven (7) further days in which to pay), unless such failure to pay is due to a dispute relating to an invoice;
 - (b) the Customer or any User materially infringes any of the Intellectual Property Rights

of Allocate;

- (c) the Customer or any related body corporate or related entity (whether directly or indirectly or alone or in conjunction with any other party) develops any software or services which provide the same or similar functionality to the Software and/or SaaS Services or otherwise becomes involved in Allocate's existing customer sectors as a retailer, agent or distributor of any competing software or services; or
 - (d) the Customer is in breach of clauses 3.2(c), 3.2(d), 3.2(e), 3.3(c) or 9.
- 12.5 Any termination of all or part of an Order shall be without prejudice to any other rights or remedies a Party may be entitled to under the Order or at law and shall not affect any rights or liabilities of either Party nor the coming into or continuance in force of any provision in the Order which is expressly or by implication intended to come into or continue in force on or after such termination.
- 12.6 Upon termination of an Order, whatever the reason, the rights and licenses granted to the Customer shall also terminate and the Customer shall immediately cease all use of the relevant Services with respect to the terminated Order.
- 12.7 Within fourteen (14) days after the date of termination of the Order, the Customer shall return any materials provided to it by Allocate in connection with the Order (other than any completed and fully paid for Deliverables) as well as any Confidential Information in its possession provided by Allocate. If so requested by Allocate, the Customer shall furnish Allocate with a certificate signed by an executive officer of the Customer verifying that this has been done.
- 12.8 On termination or expiry of an Order for SaaS Services, Allocate will return any Customer Data then held by Allocate to the Customer, in accordance with and subject to the Customer having complied with the process relating to the return of such data set out in the SaaS Terms and Conditions.
- 12.9 The following clauses shall survive termination of this Agreement for any reason: 1, 4 (in so far as any amounts due to Allocate remain unpaid), 8, 9 and 10.
- 12.10 Any termination of this Agreement, an Order Form or part thereof shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any rights or liabilities of either Party nor the coming into or continuance in force of any provision hereafter which is expressly or by implication intended to come into or continue in force on or after such termination.

13 ASSIGNMENT

Neither the Agreement nor any rights under the Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other Party. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assignees.

14 NOTICES

- 14.1 Any notice required or permitted under the terms of the Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, return receipt requested, (c) sent by overnight air courier, or (d) delivered by email, in each case forwarded to the appropriate address set forth herein. Either Party may change its address for notice by written notice to the other Party given in accordance herewith.
- 14.2 Notices will be considered to have been given: (i) at the time of actual delivery in person, or (ii) three (3) business days after mailing, or (iii) one (1) day after delivery to an overnight air courier service, or (iv) at the moment of transmission by email provided that there is no subsequent receipt of a “failure to deliver” report provided that if the moment of transmission falls outside regular business hours’ notice shall be considered to have been given at the beginning of the next business day.

15 REFERENCE

The Customer agrees that, subject to being satisfied with the Service, it will act as a referee for Allocate and will: (i) make its CEO or other suitably senior manager available on request by Allocate to discuss the Customer’s experience of the Service with Allocate’s prospective customers (provided that Allocate shall not make an unreasonable number of requests), and (ii) seek to make recommendations regarding the Service and Allocate and to introduce Allocate within other parts of the Customer’s business and to the Customer’s affiliates.

16 MISCELLANEOUS

- 16.1 No employee, agent, representative or affiliate of Allocate has authority to bind Allocate to any oral representations or warranty concerning the Services and any written representation or warranty not expressly contained in an Order shall be unenforceable (except that this shall not exclude liability for fraudulent misrepresentation).
- 16.2 Both Parties agree that damages may not be an adequate remedy in respect of any breach of an Order and in addition to all other remedies that either Party may be entitled to as a matter of law each Party shall be entitled to seek injunctive relief and any other form of equitable relief available in order to enforce the provisions of an Order.
- 16.3 If either Party is prevented from or delayed in performing any of its obligations under an Order by Force Majeure, then:
- (a) its obligations under the Order (or, where the Force Majeure only affects some of the Services, such obligations as relate to those Services) shall be suspended for so long as the Force Majeure continues and to the extent that the affected Party is so prevented or delayed;
 - (b) the Parties shall, without prejudice to the other provisions of this clause 16.3, consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure; and
 - (c) the affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure upon the performance of its obligations under the Order.
- 16.4 If any Force Majeure prevails for a continuous period in excess of two (2) months, either

Party shall be entitled to terminate the Order in its entirety (if all Services are affected by Force Majeure) or in part (insofar as it relates to the Services affected by Force Majeure) by giving not less than ten (10) business days' notice in writing to the other Party.

- 16.5 Any waiver of the provisions of an Order or of a Party's rights or remedies under an Order must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of an Order or its rights or remedies at any time will not be construed or be deemed to be a waiver of such Party's rights under the Order and will not in any way affect the validity of the whole or any part of the Order or prejudice such Party's right to take subsequent action.
- 16.6 If any part of any provision of an Order shall be invalid or unenforceable, then the remainder of such provision and all other provisions of the Order shall remain valid and enforceable.
- 16.7 Each Order contains the entire agreement of the Parties with respect to the subject matter of the Order and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to the subject matter.
- 16.8 The Customer agrees to give Allocate such access to the Customer's premises (wherever situated) and such other assistance as may be reasonably required by Allocate for it to audit the Customer's compliance with the terms of and/or usage rights permitted by any Order and further agrees that Allocate is entitled to use any information or data arising from the operation of the Services for the same purposes.
- 16.9 An Order (including any description of the Services to be provided) may not be altered or modified in any way other than by the express written consent of a duly authorized representative on behalf of each of the Parties.
- 16.10 The Customer agrees that upon execution of an Order Form and provided it has given its consent to the same, Allocate may issue a press release announcing that it has entered into a contract with Customer and stating the general financial value of the Order. Additionally, Allocate may on an ongoing basis during the term of any Order use the Customer's name and logo on any Allocate website and in press releases, product brochures and financial reports indicating that the Customer is a customer of Allocate.
- 16.11 In order to ensure no irresponsible disclosure is made which could potentially adversely affect Allocate's customer base, the Customer will not make any public disclosure (such as a press release or other public company statement) which relates to Allocate's provision of the Services without first receiving Allocate's prior written consent for such disclosure. For the avoidance of doubt, this clause applies to disclosures relating to Allocate's internal business processes and procedures, and its processes and procedures in providing the Services.
- 16.12 Each Party acknowledges and agrees that the employees and consultants of the other Party who perform Services hereunder are valuable assets and are difficult to replace. Accordingly, each Party hereby agrees that during the performance of any work under an Order, and for a period of twelve (12) months thereafter, it will not offer employment as an employee, independent contractor, or consultant to any employee or consultant of the other Party who performs any services under that Order. In the event that a Party breaches the provisions of this clause 16.12, it shall pay the other Party on demand a sum equivalent to twelve (12) months gross salary of the employee, contractor or consultant to whom

employment has been offered.

- 16.13 Subject to clause 8, a person who is not a party to an Order has no right to enforce or enjoy the benefit of any terms of the Order.

ANNEX A

SaaS TERMS AND CONDITIONS

1 SaaS SERVICES

- 1.1 Subject to the payment of the Charges by the Customer, Allocate hereby grants to the Customer the non-exclusive, non-assignable, non-sub-licensable right to Use the SaaS Service(s) (including any associated Documentation) and to permit the Users to Use the SaaS Service for the term set out in the Order.
- 1.2 Allocate does not warrant that the Software or the SaaS Services will be error-free, secure or uninterrupted. However, Allocate will use reasonable endeavors to ensure that the SaaS Services are provided in accordance with their applicable service descriptions as set out on the Website and the SLA provided that:
- (a) the SaaS Services have been used at all times in accordance with the instructions for Use set out in the Order, the Documentation and the Website;
 - (b) the Customer has not made or caused to be made modifications, alterations or additions to the SaaS Services, or to linked or associated systems to which the Services sends data, or from which the SaaS Services receives data, via interfaces, that cause it to deviate from the Documentation;
 - (c) any non-conformance of the SaaS Services is not due to the Customer or third party acts or omissions; and
 - (d) the Customer has complied with the Minimum Technical Requirements.
- 1.3 Wherever possible, Allocate shall also use reasonable endeavors to ensure that all scheduled service interruptions shall take place either (i) in accordance with the SLA, or (ii) otherwise outside of office hours.
- 1.4 Allocate reserves the right to amend, vary or change any equipment, software (including the Software) or SaaS Service (including the technical specification for any SaaS Service, the equipment or the software (including the Software) used to provide any SaaS Service) provided that such amendment, variation or change does not materially and adversely affect the provision of the SaaS Services. Where Allocate reasonably considers that it is necessary to suspend the provision of any SaaS Service or any part of a SaaS Service for the purposes of carrying out amendment, variation, change, repair, maintenance or improvement of or to any SaaS Service, Allocate shall be entitled to do at a time of its choosing but where such suspension takes place other than as (i) part of routine scheduled maintenance; or (ii) Out of Hours (as defined in the SLA), Allocate will use reasonable endeavors to notify the Customer prior to any such suspension.
- 1.5 The Customer shall and shall procure that each User shall use the SaaS Service only in

accordance with the terms of the Order, the SaaS User Policy and any applicable User Rights. The Customer shall be responsible for all use of the SaaS Service by Users and shall be liable for any breach of an Order by a User as if it were a breach by the Customer. In addition to any other remedies in respect of such breach, Allocate shall be entitled to suspend the access of a User who fails to comply with the SaaS User Policy.

- 1.6 The Customer agrees that it will not, directly or indirectly, or through any intermediate or ultimate direct or indirect parent, affiliate, holding company, subsidiary, subsidiary of any such holding company, agent, or other third party:
- (a) use the SaaS Services to provide to any third parties, computing services or access thereto, including but not limited to commercial software or computer timesharing, rental or sharing arrangements, or data processing services offered on a service bureau basis;
 - (b) provide, disclose, divulge or make available to, or permit use of the SaaS Services by persons other than Users without Allocate's prior written consent;
 - (c) remove or alter any copyright or other proprietary notice on any of the SaaS Services or the Documentation;
 - (d) exceed the usage parameters specified in the Order; or
 - (e) fail to comply with any SaaS User Policy.
- 1.7 Where, in order to make use of any SaaS Service, the Customer is provided with any encryption keys by Allocate, the Customer agrees that those encryption keys shall be held at the risk of the Customer and it shall be the sole responsibility of the Customer to ensure that those encryption keys are kept safe and secure. The Customer acknowledges that Allocate shall not be able to undertake the restoration of any data where the Customer has lost any applicable encryption key provided to it and that Allocate shall have no liability to the Customer in such circumstances.
- 1.8 Allocate may audit the number of Users accessing the SaaS Service from time to time. Save in respect of any manifest error, the Customer agrees that Allocate's audit results will be deemed to be the correct and accurate number of Customer's Users of the SaaS Service for the audited period(s). However, Allocate agrees that it shall give all due consideration to any complaint made by a Customer in respect of such finding provided it is supported by evidence of manifest error.

2 CHARGES

- 2.1 The Charges are calculated according to the total number of points relating to Entities, as set out in the Order Form.
- 2.2 The Customer may request Allocate to increase (but for the avoidance of doubt shall not be entitled to request a reduction in) the permitted number of Entities on notice to Allocate, provided that the Customer pays the applicable increase in the Charges as set out in the Order Form. Where not expressly set out in the Order Form, such additional Charges shall be based upon Allocate's then current market rate for the same together with any additional

costs associated with any hardware or infrastructure changes which Allocate may need to make to accommodate such increase. If the Customer exceeds the permitted number of Entities as set out in the Order Form without notifying Allocate in advance, then the Customer accepts that the SLA shall not apply and Allocate shall have the right to automatically increase the Charges retrospectively.

3 TERMINATION

3.1 On termination or expiry of an Order for any reason, unless agreed otherwise in writing between the Parties:

- (a) the SaaS Services will become inoperative and the Users will be unable to access any data stored by the SaaS Services or otherwise use the SaaS Services in any way; and
- (b) the Customer shall and shall procure that the Users shall cease all activities authorized by the Order.

3.2 Provided it has received a written request from the Customer for the same, Allocate shall, as soon as reasonably practicable after termination or expiry of an Order, return the Customer Data to the Customer by providing a copy of the Customer's database to it, in its then current format or such other routinely available format as Allocate may determine at the time. In the event that the Customer does not make such a request within one month of the termination or expiry of an Order, the Customer Data will be deleted and Allocate shall not be liable for any losses, damages, costs or expenses arising out of or in connection with the same.

ANNEX B

TECHNICAL SOFTWARE SUPPORT SERVICE LEVEL AGREEMENT

Third Party Software is specifically excluded from the terms set forth in this Annex (with exception of software interfaces developed by Allocate that enable a link between the Software and Third-Party Software). Allocate encourages the Customer to contract the appropriate support services for any licensed Third-Party Software with the applicable Third-Party Software vendor.

1 Definitions

Terms used herein with the initial letter capitalized which are not otherwise defined herein shall have the meaning given to the terms defined in section 1 of the Terms and Conditions.

“Allocate Customer Portal” is an internet-based secure access point that customers may utilize to raise new cases, update and close existing cases and take advantage of the Customer self-service knowledge base facility. This feature is available to any registered user and can be accessed at any time. The portal also offers scorecard reports and transaction survey feedback.

“Allocate's Technical Help Desk” means the telephone and/or internet help desk located at Allocate's offices.

“Agreed Support Time” means the single specified and agreed time-zone in which Customer's nominated support staff is located, as specified in the Agreement.

“Business Day” means Monday through to Friday, excluding public holidays as observed by Allocate;

“Case Severity” is the level of priority given to each case and is based on the impact to the Client's business as defined below.

Severity P1 – “Critical” An incident or problem that has resulted in the highest level of severity which demands the attention of all levels of support staff. Calls are logged and immediately escalated to senior support and senior management and/or director level. Critical incidents or problems should be reported by telephone to ensure immediate attention.

Severity P2 – “Material” An incident or problem that has caused a fault with the Customer's mode of operation and although it does not stop the business function it curtails certain parts of the functionality, enough to warrant a timely work around or fix. Material incidents or problems may be reported by telephone or the Allocate Customer Portal (Web interface).

Severity P3 – “Cosmetic” An incident or problem that has caused a fault of a non-critical nature whereby the Customer can still run its operation although the fault is recognized as a product impairment which may need fixing. Cosmetic incidents or problems may be reported by telephone or the Allocate Customer Portal (Web interface)

“Current Program” means, at any time, the most recent version of the Software released by Allocate.

“Fault” means a failure of the Software to operate in accordance with the Documentation, subject to the provisions of section 2.6 of this Annex B - Technical Software Support Service Level Agreement.

“Maintenance Release” means a release of the Software containing corrections to Faults.

“New Release” means a set of the Software in which new Software functionality has been included, and which is not a new product.

“Release” means a Maintenance Release and/or a New Release.

“Response Time” means the elapsed time between the receipt of a Support Call and the target time within which Allocate begins Support as verified by a written or verbal

confirmation to Customer.

“Service Hours” means office hours of Allocate in England (from 8:30 am to 5:30 pm) from Monday through Friday, excluding public holidays as observed by Allocate.

“Software” means the OneView SaaS software in relation to which the Support will be provided, as detailed in the Agreement.

“Support” means: (a) the provision of assistance during Service Hours by telephone or the Allocate Customer Portal (Web interface) with respect to the Software, including (i) clarification of functions and features of the Software; (ii) clarification of the Documentation; (iii) guidance in the operation of the Software; and (iv) Fault verification, analysis and correction (to the extent possible) by telephone and/or the Allocate Customer Portal (Web interface); and (b) the provision by Allocate from time to time, at its sole discretion, of Maintenance Releases and New Releases and the on- line Documentation related to the licensed Software.

“Support Case” means any case or call logged with Allocate. Each case will be assigned a case reference number.

2 Support Services

2.1 Provided always that Customer has paid the Support Charges included in the SaaS Agreement, Allocate shall provide Support from the Effective Date and will continue to provide Support for the term of this Agreement.

2.2 Provided always that Customer has paid the Support Charges included in the SaaS Agreement, Allocate will make available Maintenance Releases and New Releases to Customer from time to time at Allocate’s discretion and at no additional charge. Allocate reserves the right to develop new product software which is similar to the Software, but which includes new functionality and changes to the underlying database, and such software shall not be considered a Release hereunder. As the Current Program is amended by the release of New Releases, Allocate reserves the right to discontinue or modify the terms and conditions of support for non- current releases. Allocate will provide at least ninety (90) days’ notice of such discontinuance or modification and will support each New Release for a minimum of six (6) months after the next sequential New Release.

2.3 Allocate will use commercially reasonable efforts to meet the following Response Times during Service Hours:

Priority	Operational Support Services Response Target Service Level
Severity P1	Within 1 hour
Severity P2	Within 1 hour
Severity P3	Within 1 Business Day

2.4 At Allocate's discretion, but with Customer's prior consent (which consent may not be unreasonably withheld, conditioned or delayed) and subject to Customer’s health and safety policies and procedures, Allocate may elect to provide Support at Customer’s premises. Such Support will be subject to additional charge and such charges will include all reasonable, necessary and documented travel expenses related to such Support, including transportation, lodging and meals. All access to Customer’s premises or equipment for the

purpose of this section 2.4 shall be subject to Customer's prior written consent.

2.5 Support and the remediation of Faults will not include Faults or other problems affecting or manifested in the operation of the Software which are not attributable to Allocate or the defects in the Software ("System Failures"). Services in respect of such System Failures will be provided at Allocate's discretion and will be billed to Customer at rates agreed between the Parties. System Failures and problems for which Support is not provided and which are not included in the definition of Fault include but are not limited to:

- (a) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
- (b) modification, customization, alteration or addition or attempted modification, customization, of the Software undertaken by Customer or any third party except as expressly described in the Agreement or otherwise approved by Allocate;
- (c) software programs made by Customer or other parties which are linked to the Software or associated systems to which the Software sends data, or from which the Software receives data, via interfaces except for interfaces expressly described in the Agreement or otherwise approved by Allocate;
- (d) failure of Customer's own computer and information systems and related infrastructure, or lack of user training or user competency;
- (e) faults or failures in the Software arising from the integration of the Software with or the dependence of the Software on any Customer or third party data, software or systems, except where such integration or dependence is expressly described in the Agreement;
- (f) faults or failures reported by Customer which Allocate and/or Customer is unable to reproduce for the purposes of verifying and categorizing such reported defect or failure.

2.6 Allocate's provision of Support to Customer is subject to the following:

- (a) Allocate's Service Centre will only accept Support Calls made by Customer's Nominated Support Staff;
- (b) Customer shall provide Allocate with necessary access to Customer's personnel and equipment during Service Hours. This includes local and remote access to the Software and the equipment on which the Software is operating and may also include the ability to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. Allocate shall at all times be bound by the confidentiality provisions of the Agreement and will only disclose information within Allocate to those individuals who need to know in order to assist in solving Customer's problem. Allocate will be informed, via the Allocate Technical Help Desk, of the specifications of the modem/broadband equipment and

any associated software needed, and Customer will be responsible for the costs and use of such equipment;

- (c) Customer shall provide supervision, control and management of the Use of the Software. In addition, Customer shall implement procedures for the protection of information and the implementation of back-up facilities in the event of errors or malfunction of the Software or equipment;
 - (d) Customer shall document and promptly report all detected errors or malfunctions of the Software to Allocate. Customer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Allocate;
 - (e) Customer shall properly train its personnel in the Use and application of the Software to a sufficient level to enable them to properly understand the operation of the Software; and
 - (f) Customer shall ensure that all key staff nominated are adequately trained in the use and operation of the Software.
- 2.7 Both Parties hereby acknowledge and agree that the Support provided hereunder and the related Support Charges do not cover or include installation of any Releases or any Charge in respect of professional services required by Customer and provided by Allocate to assist Customer support staff in the installation and implementation of any Releases with respect to which Customer has not otherwise engaged Allocate to provide such Services. Any such professional services shall be charged for on a case- by-case basis in accordance with the then current Allocate time and materials rates, and any expenses incurred by Allocate in connection therewith shall be reimbursed by Customer.
- 2.8 Allocate may engage the services of sub-contractors to perform any of its duties of Support. However, unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Allocate of responsibility for its due performance under this Agreement.

ANNEX C

SaaS SERVICES SERVICE LEVEL AGREEMENT

1. INTRODUCTION

The Service Level Agreement ('SLA') is subdivided into the service elements:

- a. Allocate Cloud Infrastructure (the technical environments)
- b. Value Added Cloud Services (such as upgrades)
- c. Support and Software Maintenance

2. DEFINITIONS

The following definitions shall apply to the terms used in this SLA:

Application Software means the Allocate OneView software products to which access is provided via the Cloud Infrastructure;

Business Day means Monday through to Friday, excluding public holidays as observed by Allocate;

Cloud Infrastructure means the Data Centre virtual server environments, firewalls and network appliances that run the Application Software;

Customer Equipment means and hardware or software under the control of the Customer that interfaces or connects with the Cloud Infrastructure;

Data Centre means one of the Allocate data centers from where the Cloud Infrastructure will be provided;

Downtime means the period of time the Cloud Infrastructure was unavailable in Data Centre excluding any Scheduled Maintenance or other exclusions set out in this SLA;

Emergency Maintenance means urgent work undertaken to rectify issues that could potentially cause an outage or failure of the Cloud Infrastructure;

Operational Services means the Cloud Infrastructure service and associated Operational Support Services;

Operational Support Services means the technical and operations support for the Cloud Infrastructure;

Operational Time means the time that the Cloud Infrastructure is scheduled to be functioning and excludes Scheduled Maintenance;

Out of Hours means the hours which are outside of the Support Service Hours.

Scheduled Maintenance means the scheduled maintenance for the Cloud Infrastructure, as detailed in paragraph 11.

Service Availability means the availability of the Cloud Infrastructure as specified in this SLA;

Service Levels mean the levels for the performance of the Operational Services.

Support Service Hours means the office hours of Allocate in England (from 8:30 am to 5:30 pm) from Monday through Friday, excluding public holidays as observed by Allocate. .

Upgrade Services means the services for performing upgrades of the software modules delivered on the Cloud Infrastructure.

Workaround means the provision by Allocate of a solution (which may be a temporary solution) to sufficiently remedy a fault or non-availability so as to ensure that the Customer is then able to receive the intended benefit of the SaaS Service.

3. SERVICE AVAILABILITY

The following planned Service Availability will be provided for the Cloud infrastructure:

Infrastructure Type	Planned Service Availability (%)	Equivalent Down Time Per Month
Cloud Infrastructure (live service)	99.8%	87 minutes

Actual Service Availability is calculated as follows:

$$\text{Service Availability} = \frac{\text{Operational Time} - \text{service Downtime}}{\text{Operational Time}} \times 100 \%$$

The SLA performance will be measured on the total availability of the Cloud Infrastructure Service. This is measured on the successful response of the virtual servers. Availability will be continually measured over the period of each month.

4. SERVICE AVAILABILITY LIMITATIONS

The Customer acknowledges that the Service Levels provided above shall not apply in the event that any failure or suspension of the Operational Services arising as a result of a failure of the Customer Equipment or is caused by any action of omission of the Customer, its employees, agents sub-contractors or invitees. Allocate shall not be liable for any failure to comply with this SLA where the Customer is in breach of any obligations set out in this Agreement.

In calculating actual Service Availability, the following circumstances are excluded:

- Service unavailable or affected as a result of Operational Service suspension pursuant to this Agreement.
- Service unavailable or affected due to faults with the Customer's infrastructure, network or software.
- Service availability is affected by the Customer's Internet connectivity.
- Service unavailable or affected due to circumstances caused by the Customer or Customer's failure to comply with its obligations in this Schedule or in this Agreement.
- Service unavailable or affected due to Scheduled Maintenance.
- Service unavailable or affected due to Emergency Maintenance.
- Service unavailable or affected due to Force Majeure.

Scheduled Maintenance can involve a temporary suspension in part or all of the Operational Services in order to enable Allocate to undertake vital remedial maintenance or upgrade work. Scheduled Maintenance and controlled outages will always be notified to the Customer at least seven days in advance and be planned in such a way to have minimum impact on the Customer's experience.

Controlled outages will not be classified as faults as the core systems are fully redundant and availability will be unaffected.

Emergency Maintenance may be required as a result of identifying a problem through on-going monitoring and provide the Customer advance notification if possible and be managed in such a way as to have minimum impact on the Customer's operations.

5. OPERATIONAL SUPPORT

The Operational Support Services are staffed during the following hours:

Hours	Description of Services Provided
Support Service Hours	Technical support, Cloud Infrastructure support (all severities, Emergency Maintenance if necessary, Application upgrades.
Out of Hours	Scheduled Maintenance: Cloud Infrastructure support (Severity 1): accessed through the Out of Hours telephone number which will

	use non-technical staff to verify the severity level and escalate to Out of Hours operational support staff.
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Response Times

Severity	Operational Support Services Response Time	Operational Support Services Resolution or Workaround Time
Severity 1	Within 1 hour	Four (4) Support Service Hours
Severity 2	Within 1 hour	Sixteen (16) Support Service Hours
Severity 3	Within 1 Business Day	Forty-eight (48) Support Service Hours
Severity 4	Within 1 Business Day	Within the next Software release

Where:

- Severity 1 is Cloud Infrastructure service down
- Severity 2 is Cloud Infrastructure service seriously degraded
- Severity 3 is Cloud Infrastructure service impaired
- Severity 4 is Cloud Infrastructure service not affected

All Resolution times shall be measured from the time and date of the logging of the relevant Incident. In the case of an Incident reported Out of Hours, the Incident shall be measured from the start of the next period of the Support Service Hours.

The response and Workaround target times shall not apply to any issue or problem reported by the Customer which Allocate and/or the Customer is unable to reproduce for the purposes of verifying and categorising such reporting issue or problem.

Definitions of Support Request Priorities

Impact	Name	Description	Examples
Severity 1	Cloud Infrastructure service down	High Business Impact and high urgency.	Operational Cloud Infrastructure service is down. Major security breach. High priority alerts from the intrusion detection system. Denial of Service attack Data Centre failure.

Severity 2	Cloud Infrastructure service seriously degraded	Medium Business Impact and high urgency.	Degraded performance. High business impact such as corrupted web page layout or inaccurate roster information due to Operational Service or Cloud Infrastructure Issues. Attempted security breach. Medium priority alerts triggered by the intrusion.
Severity 3	Cloud Infrastructure service impaired	Medium Business Impact and medium urgency.	Web site available although some functionality may be unavailable Low priority alerts triggered by the intrusion detection system or automated alerting.
Severity 4	Cloud Infrastructure service not affected	Medium Business Impact and low urgency. Low Business Impact and Medium or Low Urgency.	Request for change to Cloud Infrastructure. Request for Cloud Services Information – low business impact. Non-urgent new content or functionality addition request.

6. ESCALATION

Allocate agrees that the following escalation process, proceeding through the hierarchical layers detailed in the table, shall apply until a Workaround has been provided by Allocate:

Time Point	Escalation point
Once 75% of the Operational Support Services - Resolution or Workaround Time has been exceeded without a Workaround having been provided by Allocate	Service Desk Manager or equivalent
Operational Support Services - Resolution or Workaround Time exceeded	Head of Customer Support or equivalent
Further escalation relating to service availability or response times	Operations Director of UK & Ireland or equivalent

Unacceptable response to escalation process	Managing Director, UK & Ireland or equivalent
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7. INFRASTRUCTURE CHANGE CONTROL

Planned changes will be implemented during the Scheduled Maintenance periods. Allocate will provide at least seven days' notice of Scheduled Maintenance activities.

Allocate will adhere to the Allocate Cloud Change Control Process outlined at paragraph 10. Where the change has the potential to affect the service, Allocate will notify the Customer of the nature of the change, potential services affected and the potential impact.

8. BACKUP AND RETENTION

Backup services provide managed back-ups of data and server images and consists of the following fixed elements:

- Full back-up of identified SQL Server databases
- Full back-up of full server images

Backups are electronically shipped and stored in the secondary Data Centre. All backups are encrypted using 256-bit AES encryption algorithms.

Backup Schedules

Full back-up of identified SQL Server databases – performed daily
 Full back-up of full server images – performed daily

Backup Retention Periods

Daily backups retained for 6 days
 Weekly backups retained for 3 weeks
 Monthly backups retained for 11 months
 Annual backups retained for 7 years

Disaster Recovery

In the event of a major disaster requiring invocation of the Cloud Services disaster recovery plan, Allocate shall restore the services within 8 hours from invocation to a point of recovery no more than 24 hours before the commencement of the disaster.

Recovery Time Objective = 8 hours
 Recovery Point Objective = 24 hours

9. CUSTOMER RESPONSIBILITIES

The Customer shall comply with the following responsibilities:

- The Customer shall inform Allocate of any change of use, or intended change of use of the Operational Service. For example, if the server is to be made available to a different user base, or a significant change of content is to be planned, or the Customer exceeds the agreed pricing parameters (number of Rostered Units and Number of Employees) then

Allocate shall be informed;

- b. If such a change results in a change to the charges, Allocate will advise the Customer of this prior to its implementation. In any case Allocate may still need to change its infrastructure allocation.
- c. The Customer is responsible for all data security issues, excluding those pertaining to the control of access by Allocate's own staff. This includes ensuring usernames and passwords are managed in a secure way and ensuring data is not made publicly available where inappropriate.
- d. The Customer shall inform Allocate in advance of any changes to its infrastructure (network, firewalls and other equipment) that might have an impact on the Allocate Cloud Infrastructures.

10. CHANGE CONTROL FOR APPLICATION UPGRADES

Upgrades will be implemented during the Support Service Hours. Allocate will provide at least seven days' notice of Upgrade Services.

Allocate will adhere to the Allocate cloud change control process.

Where the Upgrade has the potential to affect the service, Allocate will notify the Customer of the nature of the change, potential services affected and the potential impact.

Allocate will distribute software release notices at least seven days before application upgrades are applied. Allocate will only support ONE prior version of the software before the current General Availability Release.

The Customer can opt to skip release upgrades and stay on the previous release. Allocate will only support up to 2 prior versions of the Application Software.

If a reported issue has been fixed in a later release, the Customer must upgrade to the latest release of the application Software to obtain the fix.

Where Customer wishes to use an acceptance test environment, Allocate will upgrade the acceptance test environment in advance of the production environment. The Customer will have seven days to test and approve the release.

11. MAINTENANCE

Scheduled Maintenance Periods

Allocate reserve the right to perform scheduled maintenance activities and upgrades on during the following periods:

- Mondays 4 AM to 6 AM
- Thursdays 4 AM to 6 AM

Although these maintenance periods are available to Allocate, they will be actually used less frequently and only with scheduled notifications.

Emergency Maintenance

Emergency Maintenance may be required as a result of identifying a problem through on-going monitoring and management that could potentially cause an outage or failure of the service. Allocate will endeavor to provide the Customer advance notification if possible and be managed in such a way as to have minimum impact on the Customer's operations. Emergency Maintenance may be conducted at any time.

12. PERFORMANCE MONITORING

Allocate will provide performance monitoring reports and action reports to the Customer, a periodic performance monitoring review (frequency to be agreed between the parties) or ad-hoc reviews will be required between the Customer and Allocate. The following reports may be required:

- Service failures (Incidents)
- Resolved service failures and severity levels
- Scheduled maintenance activities
- SLA reporting

The parties shall attend Performance Reviews on a periodic basis or ad-hoc depending on circumstances. These reviews may be conducted by telephone conference.

ANNEX D

TECHNICAL AND ORGANISATIONAL MEASURES

Information Security Governance Framework

1 Data in transit protection

Consumer data transiting networks should be adequately protected against tampering and eavesdropping via a combination of network protection and encryption.

All Allocate Cloud network traffic is also encrypted via SSL using high strength 2048Bit encryption, only SSL is allowed in all instances providing a secure delivery approach.

Any data migrated in or out of the Cloud environment is encrypted with a strong password and transmitted via a secure FTP.

2 Asset protection and resilience

Consumer data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure.

All Cloud environments are within Tier III+ Data centres with virtualised resilient infrastructure, network topology with multiple points of presence.

- 24/7/365 manned security
- 24/7/365 CCTV onsite and monitoring
- Front desk reception checks
- Numerous ID card gateways
- Man-trap entry systems
- 24/7/365 support offered by in-house qualified engineers
- ISO 27001 / ISO 9001 and PCI compliance
- Full inert gas fire suppression system
- Network-monitored, highly sensitive VESDA fire detection system.

3 **Data at Rest Protection**

Backups are encrypted at system level using 256 Bit AES encryption. Only a minimum of senior authorised staff at Allocate Software have access to the authentication password for restoration.

Backups are taken for a full bare metal restore state and also a copy of system drives for data.

All access is carefully controlled to ensure that only the relevant people have access for critical administration tasks. All staff also sign a non-disclosure agreement for confidentiality.

4 **Data Sanitisation and Disposal**

Data will be retained for 7 years or the life of the contract. When no longer required or usable, tape cartridges, hard copies, and other similar items used to process or store classified and/or sensitive data shall be properly disposed of.

The following procedures will be followed:

- Diskettes, tape cartridges or hard drives shall be handed to the Allocate team for secure destruction via a certified 3rd party provider.
- Computer electronic files containing sensitive data are deleted and removed from any common shared locations or personal storage devices when they are no longer justifiably required for retention.
- Redundant Databases and data file areas will be deleted so to be reasonably recoverable whilst retaining the integrity of the host storage area i.e. SAN Array.
- Any data sanitization activities are vetted and signed off by a senior manager.
- Disposal of computer equipment is to be carried out by a reputable specialist disposal firm and disposal records are kept for both Information Security and Environmental reasons.
- Any redundant and potentially sensitive files will be data sanitised. Being completely removed ensures that information cannot be recovered using file recovery tools.

5 **Physical Resilience and Availability**

- Geographically separate Data centres
- 99.8% uptime SLA excluding planned downtime
- Highly scalable infrastructure to meet future growth demands
- Disaster Recovery (This allows us to bring the service up from an alternative data centre in a different location in the event of a disaster such as fire, flood or major disruption to power or

telecoms).

- 8hr Recovery Time Objective / RTO – this is the time it will take us to recover the system to new a new geographic location should a major disaster occur at the primary site such as a fire or flood.
- 24hr Recover Restore Objective/ RRO – we use the previous night’s backup to recover from a disaster, so the maximum amount of time and work lost would be 24 hours. Higher levels of service are available as options.
- High Availability secure Internet connection

6 Separation Between Consumers

Separation should exist between different consumers of the service to prevent one malicious or compromised consumer from affecting the service or data of another.

- Data is segregated by unique database credentials per customer.
- Databases are unique per customer.
- Database volumes are encrypted.
- Internal IPv4 database traffic is secured to unique ports per customer.
- Application instances are isolated on standalone implementations unique to each customer.
- IaaS model shares hardware such as networks, storage and compute power.
- Aggregated data used for benchmarking, logging and comparisons may be stored in segregated databases and reported anonymously.

7 Independent testing of implementation

Independent penetration testing is carried out for each release with a CHECK, CREST and TIGERSCHEME accredited tester. Providing assurance of secure controls, each service is tested quarterly with regular infrastructure tests.

8 Governance framework

The service provider should have a security governance framework that coordinates and directs their overall approach to the management of the service and information within it.

Allocate operate clear governance practices. Our governance framework is ISO27001 certified and independently validated as part of the Allocate Software Group:

Certificate No. 143704-2013-AIS-GBR-UKAS

Allocate is registered with the UK Information Commissioners Office:

Date Registered: 28 October 2002

Registration Expires: 27 October 2022

Payment Tier: Tier 3

Registration Number: Z7285503

Complies with the requirements of the UK Cyber Essentials Scheme:

Certificate No. IASME-A-03954

Type/classes of information processed

We process information relevant to the above reasons/purposes. This may include:

- personal details
- family details
- lifestyle and social circumstances

- goods and services
- employment and education details
- financial details
- information necessary for the development and test of software.

9 **Operational Security**

The service provider should have processes and procedures in place to ensure the operational security of the service. Allocate operate the following operational processes:

- Configuration and change management - ensuring that changes to the system do not unexpectedly alter security properties and have been properly tested and authorised.
- Vulnerability management - ensuring that security issues in constituent components are identified and mitigated.
- Protective monitoring – taking measures to detect attacks and unauthorised activity on the service.
- Incident Management - ensuring that service can respond to incidents and recover a secure available service.

10 **Configuration and change management**

Allocate Cloud operates to an ITIL aligned configuration and change management process.

- The status, location and configuration of service components (including hardware and software components) are tracked throughout their lifetime within the service.
- Changes to the service are assessed for potential security impact. Changes are managed and tracked through to completion.

Allocate Cloud operates a well-defined incident management process.

11 **Vulnerability management**

Allocate closely monitor for known vulnerabilities and act accordingly to mitigate:

- 'Critical' patches deployed within 14 calendar days of a patch becoming available
- 'Important' patches deployed within 30 calendar days of a patch becoming available
- 'Other' patches deployed within 90 calendar days of a patch becoming available

'Critical', 'Important' and 'Other' are aligned to the following common vulnerability scoring systems: National Vulnerability Database Vulnerability Severity ratings: 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST)

Microsoft's Security Bulletin Severity Rating System ratings: 'Critical', 'Important' and the two remaining levels ('Moderate' and 'Low') respectively.

12 **Protective Monitoring**

Allocate collect multiple types of audit information and it is regularly analysed. Basic intrusion detection technologies are in place at the perimeter devices. Applications and services are monitored and reported in real time to the Allocate Operations monitoring center.

13 **Incident Management**

- Security Incident processes are in place for the Allocate Cloud service and are enacted in response to security incidents.
- Pre-defined processes are in place for responding to common types of incident and attack.
- A defined process and contact route exists for reporting of security incidents by consumers and external entities.
- Security incidents of relevance to them will be reported to customers in acceptable timescales.

14 **Personnel Security**

Service provider staff should be subject to personnel security screening and security education for their role.

All privileged access is carefully controlled to ensure that only the relevant people have access for critical administration tasks. All staff are required to sign a non-disclosure agreement for confidentiality.

Allocate operates robust pre-employment screening, effective line management, employee welfare, clear lines of communication, and a strong security culture. This also includes a formal process for managing staff leaving the business. Regular security training is given appropriate to role.

15 **Secure Development**

Services should be designed and developed to identify and mitigate threats to their security.

- New and evolving threats are reviewed, tested and the service improved in line with them.
- Agile Development is carried out in line with industry good practice regarding secure design, coding, testing and deployment.
- Configuration management processes are in place to ensure the integrity of the solution through development, testing and deployment.

16 **Supply Chain Security**

The service provider should ensure that its supply chain satisfactorily supports all of the security principles that the service claims to implement.

Allocate carry out quarterly service reviews of our infrastructure supply chain and ensure service levels are maintained alongside ISO accreditations and IG compliance.

17 **Secure Consumer Management**

Consumers should be provided with the tools required to help them securely manage their service. Allocate Cloud customers are authenticated using a predefined approved users list before being able to perform management activities, report faults or request changes to the service.

These activities may be conducted through the Allocate Customer Support web portal, or through other support channels.

18 **Identity and Authentication**

Access to all service interfaces (for consumers and providers) should be constrained to authenticated and authorised individuals.

- Allocate cloud supports federated authentication services for single sign on
- Access to core applications can be configured using a dedicated encrypted tunnel
- Strong and complex passwords are required
- The system provides an integrated, flexible and comprehensive set of security facilities in order to allow only authorised access to those parts of the system appropriate to a particular type of user.

19 External Interface Protection

All external or less trusted interfaces of the service should be identified and have appropriate protections to defend against attacks through them.

All external Allocate Cloud interfaces are tested.

Independent penetration testing is carried out for each release with a CHECK, CREST and TIGERSCHEME accredited tester. Providing assurance of secure controls, each service is tested quarterly with regular infrastructure tests.

20 Secure Service Administration

The methods used by the service provider's administrators to manage the operational service should be designed to mitigate any risk of exploitation that could undermine the security of the service.

The Allocate Cloud uses dedicated devices on a segregated network. Dedicated devices for service management purposes are used to manage the service from a segregated management network.

The devices are used solely for service management, and not for general purpose use, such as email and web browsing.

Using this approach, the management devices and segregated network are difficult to attack.

21 Audit Information Provision to Consumers

Consumers should be provided with the audit records they need to monitor access to their service and the data held within it.

22 Secure Use of the Service by the Consumer

Consumers have certain responsibilities when using a cloud service in order for this use to remain secure, and for their data to be adequately protected.

The Customer shall comply with the following responsibilities:

- (i) The Customer shall inform Allocate of any change of use or intended change of use of the Operational Service. For example, if the server is to be made available to a different user base, or a significant change of content is to be planned, or the Customer exceeds the agreed pricing parameters;

- (ii) If such a change results in a change to the charges, Allocate will advise the Customer of this prior to its implementation. In any case Allocate may still need to change its infrastructure allocation.
- (iii) The Customer is responsible for all data security issues, excluding those pertaining to the control of access by Allocate's own staff. This includes ensuring usernames and passwords are managed in a secure way and ensuring data is not made publicly available where inappropriate.
- (iv) The Customer shall inform Allocate in advance of any changes to its infrastructure (network, firewalls and other equipment) that might have an impact on the Allocate Cloud Infrastructure.

ANNEX E

SCHEDULE 1

PROCESSING PERSONAL DATA

0. In this Annex:
- (a) any reference to a statute, statutory provision, subordinate legislation or code of practice is a reference to that statute, statutory provision, subordinate legislation or code of practice as amended, modified, consolidated or re-enacted from time to time; and reference to any statutory provision includes a reference to any subordinate legislation made under that provision from time to time, including in the case of EU law all decisions of the European Commission published in the Official Journal of the European Union;
 - (b) the following definitions have the meaning ascribed to them:

“Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processor”	has meaning given in UK GDPR or EU GDPR as context requires;
“Data Loss Event”	any event that results in unauthorised access to Personal Data held by Client under the Order, and/or destruction of Personal Data in breach of the Order, including any Personal Data Breach;
“Data Protection Legislation”	(a) UK GDPR; (b) Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about processing of personal data and privacy; and (d) (to extent that it applies) EU GDPR;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Impact Assessment”	assessment (including transfer impact assessment) by Controller of the impact of the envisaged processing on the protection of Personal Data;
“Law”	any law, statute, subordinate legislation within meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which Client is bound to comply;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and suppliers of Processor and/or of any Sub-processor engaged in the performance of its obligations under the Order;
“UK GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
“Sub-processor”	any third party appointed to process Personal Data on behalf of Processor under the Order;

- (c) References in this annex to Clauses, Annex and Tables are to Clauses, Annex and Tables therein unless otherwise specified.
- (d) Reference to “Client” shall instead be replaced by reference to “Customer”
- (e) Reference to “Order” shall instead be replaced by reference to “Order Form”
- (f) Reference to “RLDatix” shall instead be replaced by reference to “Allocate”

1. Where one Party is Controller and other Party is Processor

- 1.1 The nature of the activity carried out by each party under the Order will determine the status of each party under the Data Protection Legislation.
- 1.2 Where a party is a Processor, the only processing that it is authorised to do is listed in Annex E, Schedule 2.
- 1.3 Processor shall notify Controller immediately if it considers that any of Controller’s instructions infringe the Data Protection Legislation.
- 1.4 Processor shall provide all reasonable assistance to Controller in the preparation of any Impact Assessment prior to commencing any processing.
- 1.5 Processor shall, in relation to any Personal Data processed in connection with its obligations under the Order:
- process that Personal Data only in accordance with Annex E, Schedule 2, unless Processor is required to do otherwise by Law. If it is so required the Processor shall, unless prohibited by Law, promptly notify Client before processing the Personal Data;
 - ensure that it has in place Protective Measures having taken account of: (i) nature of data to be protected; (ii) harm that might result from a Data Loss Event; (iii) state of technological development; and (iv) cost of implementing any measures;
 - ensure that: (i) Processor Personnel do not process Personal Data except in accordance with the Order (and in particular Annex E, Schedule 2); (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data;
 - where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of Controller has been obtained and the following conditions are fulfilled:
 - the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of Data Protection Act 2018);
 - or
 - Controller or Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or Data Protection Act 2018 Section 75) as determined by Controller which could include relevant parties entering into the:
 - International Data Transfer Agreement, or
 - International Data Transfer Agreement Addendum to the European Commission’s SCCs, as published by the Information Commissioner’s Office, and as set out in Annex E, Schedule 3, or such updated version of the same as are published by the Information Commissioner’s Office;

- (iii) Data Subject has enforceable rights and effective legal remedies;
 - (iv) Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses all reasonable endeavours to assist Controller in meeting its obligations); and
 - (v) Processor complies with any reasonable instructions notified to it in advance by Controller with respect to the processing of the Personal Data.
- (e) where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of Controller has been obtained and the following conditions are fulfilled:
- (i) transfer is in accordance with Article 45 of the EU GDPR;
 - or
 - (ii) Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by Controller which could include relevant parties entering into:
 - Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex E, Schedule 3, or such updated version of the same as are published by the European Commission from time to time;
 - (iii) Data Subject has enforceable rights and effective legal remedies;
 - (iv) Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses all reasonable endeavours to assist Controller in meeting its obligations); and
 - (v) Processor complies with any reasonable instructions notified to it in advance by Controller with respect to the processing of the Personal Data; and
 - (vi) at the written direction of Controller, delete or return Personal Data (and any copies of it) to Controller on termination of the Contract unless Processor is required by Law to retain the Personal Data.
- 1.6 Subject to Clause 1.7, Processor shall notify Controller within 48 hours if it: (a) receives a Data Subject Request (or purported Data Subject Request); (b) receives a request to rectify, block or erase any Personal Data; (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation; (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Order; (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.
- 1.7 Processor's obligation to notify under Clause 1.6 shall include the provision of further information to Controller in phases, as details become available.
- 1.8 Taking into account the nature of the processing, Processor shall provide Controller with reasonable assistance in relation to either party's obligations under the Data Protection Legislation and any complaint, communication or request made under Clause 1.6 (and insofar as possible within the timescales reasonably required by Controller) including by promptly providing: (a) Controller with full details and copies of the complaint, communication or request; (b) such assistance as is reasonably requested by Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation; (c) Controller, at its request, with any Personal Data it holds in relation to a Data Subject; (d) assistance as requested by Controller following any Data Loss Event; and/or (e) assistance as requested by Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by Controller with the Information Commissioner's Office or any other regulatory authority.
- 1.9 Processor shall maintain complete and accurate records to demonstrate its compliance with this Clause **Error! Reference source not found..**
- 1.10 Processor shall allow for audits of its Data Processing activity by Controller or Controller's designated auditor, subject always to the following provisos: (a) audit(s) may not be carried out by a competitor of Processor; (b) audit(s) by Controller/Controller's designated auditor shall be agreed with Processor in advance, only so far as is necessary in order to demonstrate compliance, provided that: Controller provides Processor with no less than 30 days' notice of such audit or inspection; is conducted at Controller's sole expense; and the parties agree to the scope, duration, and purpose of such audit or inspection in advance, including reasonable reimbursement of Processor for time expended by Processor or its Sub-processors; (c) Controller's designated auditor shall conduct its audit in a manner that will result in minimal disruption to Processor's and Sub-processor's business operations and shall not be entitled to receive or obtain access to any system that also stores data or information of other clients or customers of the same, or any other confidential information of the same that is not directly relevant for the authorized purposes of the audit; (d) if Controller becomes privy to any confidential information of Processor/Sub-processor as a result of this Clause 1.10, Controller shall hold such confidential information in confidence and, unless required by Law, not make the confidential information available to any third party, or use it for any other purpose; and (e) Controller acknowledges that Processor shall only be required to use reasonable endeavours to assist Controller in procuring access to any third party sites, assets, records and/or information as part of any audit.
- 1.11 Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.12 Before allowing any Sub-processor to process any Personal Data under the Order, Processor must (save where such Sub-processor is already authorised): (i) notify Controller in writing of the intended Sub-processor and processing; (ii) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1 such that they apply to Sub-processor; and (iii) provide Controller with such information regarding the Sub-processor as Controller may reasonably require. Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

ANNEX E, SCHEDULE 2

1.1

Description	Details
Identity of Controller for each Category of Personal Data	Client is Controller RLDatix is Processor
Categories of data subjects whose Personal Data is transferred	Determined and controlled by Controller in its sole discretion
Categories of Personal Data transferred	Determined and controlled by Controller in its sole discretion

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved	Determined and controlled by Controller in its sole discretion
The frequency of the transfer	Determined and controlled by Controller in its sole discretion
Nature of the processing	Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services
Purpose(s) of the data transfer and further processing	Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period	Process Personal Data until the later of (i) expiry/termination of the Order, or (ii) the date upon which processing is no longer necessary for the purposes
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	Sub-processors will Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services

1.2 Processor shall comply with any further written instructions by Controller with respect to processing.

1.3 Contact details of Controller's Data Protection Officer:	To be confirmed
1.4 Contact details of Processor's Data Protection Officer:	To be confirmed

ANNEX E, SCHEDULE 3

consisting of:

- 1) International Data Transfer Agreement
- 2) International Data Transfer Agreement Addendum To The EU Commission Standard Contractual Clauses
- 3) Standard Contractual Clauses For EU GDPR Compliant Transfers

INTERNATIONAL DATA TRANSFER AGREEMENT

As per Information Commissioner's Office Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018 International Data Transfer Agreement VERSION A1.0, in force 21 March 2022, but with the following details as per: Part 1: Tables (Table 1: Parties and signatures, Table 2: Transfer Details, Table 3: Transferred Data, Table 4: Security Requirements), completed as herein.

Part 1: Tables

Table 1: Parties and signatures

Start date	At the same time the Order comes into force	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: As per Order for Client Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order	Full legal name: As per Order for RLDataix Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order
Key Contact	Full Name (optional): As per Order Job Title: As per Order Contact details including email: As per Order	Full Name (optional): As per Order Job Title: As Per Order Contact details including email: As per Order
Importer Data Subject Contact	Intentionally left blank as blank in IDTA	Job Title: As per Order Contact details including email: As per Order
Signatures confirming each Party agrees to be bound by this IDTA	Signed for and on behalf of the Exporter set out above Signed: _____ Date of signature: _____ Full name: _____ Job title: _____ By acting in accordance with the Order, data exporter is deemed to have signed this	Signed for and on behalf of the Importer set out above Signed: _____ Date of signature: _____ Full name: _____ Job title: _____ By acting in accordance with the Order, data importer is deemed to have signed this

Table 2: Transfer Details

UK country's law that governs the IDTA:	☐ England and Wales ☒ Northern Ireland ☐ Scotland
Primary place for legal claims to be made by the Parties	☐ England and Wales ☒ Northern Ireland ☐ Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: ☐ Exporter is a Controller ☒ Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data: ☐ Importer is a Controller ☐ Importer is the Exporter's Processor or Sub-Processor ☒ Importer is not the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)

Whether UK GDPR applies to the Importer	☐ UK GDPR applies to the Importer's Processing of the Transferred Data ☐ UK GDPR does not apply to the Importer's Processing of the Transferred Data
Linked Agreement	If the Importer is the Exporter's Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data: Name of agreement: the Order Date of agreement: As per the Order Parties to the agreement: As per the Order Reference (if any): Not applicable Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement: Name of agreement: Not applicable Date of agreement: Not applicable Parties to the agreement: Not applicable Reference (if any): Not applicable If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data: Name of agreement: Not applicable Date of agreement: Not applicable Parties to the agreement: Not applicable Reference (if any): Not applicable
Term	The Importer may Process the Transferred Data for the following time period: ☐ the period for which the Linked Agreement is in force ☐ time period: ☐ (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	☐ the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. ☐ the Parties can end the IDTA before the end of the Term by serving: _____ months' written notice, as set out in Section Error! Reference source not found. (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section Error! Reference source not found.: ☐ Importer ☐ Exporter ☐ neither Party
Can the Importer make further transfers of the Transferred Data?	☐ The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section Error! Reference source not found. (Transferring on the Transferred Data). ☐ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section Error! Reference source not found. (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section Error! Reference source not found.: ☐ if the Exporter tells it in writing that it may do so. ☐ to: _____ ☒ to the authorised receivers (or the categories of authorised receivers) set out in: the Order or pursuant to the Order ☐ there are no specific restrictions.
Review Dates	☐ No review is needed as this is a one off transfer and the Importer does not retain any Transferred Data First review date: As agreed between the Parties The Parties must review the Security Requirements at least once: ☐ each _____ month(s) ☐ each quarter ☐ each 6 months ☐ each year ☐ each _____ year(s) ☐ each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of: ☐ The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section Error! Reference source not found..
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to: ☐ racial or ethnic origin ☐ political opinions ☐ religious or philosophical beliefs ☐ trade union membership ☐ genetic data ☐ biometric data for the purpose of uniquely identifying a natural person ☐ physical or mental health ☐ sex life or sexual orientation ☐ criminal convictions and offences ☐ none of the above ☐ set out in: the Order or as provided pursuant to the Order And: ☐ The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section Error! Reference source not found..
Relevant Data Subjects	The Data Subjects of the Transferred Data are: ☐ The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section Error! Reference source not found..
Purpose	☐ The Importer may Process the Transferred Data for the following purposes: - the Order or as provided pursuant to the Order ☐ The Importer may Process the Transferred Data for the purposes set out in: - the Order or as provided pursuant to the Order In both cases, any other purposes which are compatible with the purposes set out above. ☐ The purposes will update automatically if the information is updated in the Linked Agreement referred to. ☐ The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section Error! Reference source not found..

Table 4: Security Requirements

Security of Transmission, Security of Storage, Security of Processing, Organisational security measures, Technical security minimum requirements	Please see “Annex II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA” under “STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS”
Updates to the Security Requirements	☐ The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. ☐ The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section Error! Reference source not found..

Part 2: Extra Protection Clauses

Extra Protection Clauses:	Not applicable
(i) Extra technical security protections	Not applicable
(ii) Extra organisational protections	Not applicable

(iii) Extra contractual protections	Not applicable
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Part 3: Commercial Clauses

Commercial Clauses	Not applicable
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INTERNATIONAL DATA TRANSFER AGREEMENT ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

As per Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018 International Data Transfer Addendum to the EU Commission Standard Contractual Clauses VERSION B1.0, in force 21 March 2022, but with the following details as per: Part 1: Tables (Table 1: Parties, Table 2: Selected SCCs, Modules and Selected Clauses, Table 3: Appendix Information, Table 4: Ending this Addendum when the Approved Addendum Changes) completed as herein.

Part 1: Tables

Table 1: Parties

Start date	At the same time the Order comes into force	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: As per Order for Client Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order	Full legal name: As per Order for RLDatix Trading name (if different): Not applicable Main address (if a company registered address): As per Order Official registration number (if any) (company number or similar identifier): As per Order
Key Contact	Full Name (optional): As per Order Job Title: As per Order Contact details including email: As per Order	Full Name (optional): As per Order Job Title: As per Order Contact details including email: As per Order
Signature (if required for the purposes of Section 2)	: By acting in accordance with the Order, data exporter is deemed to have signed this	: By acting in accordance with the Order, data importer is deemed to have signed this

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☐ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	Not applicable	Not applicable	Not applicable			
2	Module Two: Controller to Processor to apply	Shall not apply	Shall not apply	Option 1 to apply	10 UK business days	
3	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	
4	Not applicable	Not applicable	Not applicable			Not applicable

Table 3: Appendix Information

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:

As per completed "Annex 1A: List of Parties" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section completed as per the Order

Annex 1B: Description of Transfer:

As per completed "Annex 1B: Description of Transfer" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section completed as per the Order

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

As per completed "Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section completed as per the Order

Annex III: List of Sub processors (Modules 2 and 3 only):

Permitted as per completed section of "Annex III: List of Sub processors" under "STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS" section

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section Error! Reference source not found.: ☐ Importer ☐ Exporter ☐ neither Party
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STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS

As per the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, but with (i) MODULE TWO: TRANSFER CONTROLLER TO PROCESSOR to apply, (ii) ANNEX I LIST OF PARTIES, (iii) ANNEX II TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA, and (iv) ANNEX III LIST OF SUB-PROCESSORS, completed as herein.

ANNEX I

A. LIST OF PARTIES

~~MODULE ONE: Transfer controller to controller~~

~~MODULE TWO: Transfer controller to processor~~

~~MODULE THREE: Transfer processor to processor~~

~~MODULE FOUR: Transfer processor to controller~~

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

1.	Name:	As per the Order for Client
	Address:	As per the Order
	Contact person's name, position and contact details:	As per the Order
	Activities relevant to the data transferred under these Clauses:	As per Annex E, Schedule 2
	Signature and date:	By acting in accordance with the Order, data exporter is deemed to have signed this
	Role (controller/processor):	Controller

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

1.	Name:	As per Order for RLDatix
	Address:	As per the Order
	Contact person's name, position and contact details:	As per the Order
	Activities relevant to the data transferred under these Clauses:	As per Annex E, Schedule 2
	Signature and date:	By acting in accordance with the Order, data importer is deemed to have signed this
	Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

~~MODULE ONE: Transfer controller to controller~~

~~MODULE TWO: Transfer controller to processor~~

~~MODULE THREE: Transfer processor to processor~~

~~MODULE FOUR: Transfer processor to controller~~

Categories of data subjects whose Personal Data is transferred	As per Annex E, Schedule 2
Categories of Personal Data transferred	As per Annex E, Schedule 2
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures	As per Annex E, Schedule 2
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	As per Annex E, Schedule 2
Nature of the processing	As per Annex E, Schedule 2
Purpose(s) of the data transfer and further processing	As per Annex E, Schedule 2
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period	As per Annex E, Schedule 2

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	As per Annex E, Schedule 2
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C. COMPETENT SUPERVISORY AUTHORITY

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

Identify the competent supervisory authority/ies in accordance with Clause 13	For the purposes of Annex I.C:
	If data exporter is established in an EU Member State, the supervisory authority with territorial jurisdiction over data exporter shall be the competent supervisory authority
	If data exporter is not established in an EU Member State, but has appointed a representative, the supervisory authority of the Member State in which the representative is established shall act as competent supervisory authority
	If data exporter is not established in an EU Member State and there is no need to appoint a representative, the - Irish Data Protection Commission shall act as competent supervisory authority Where Controller is established in the United Kingdom, the - Information Commissioner's Office shall act as competent supervisory authority

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

As per Annex D.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Shall ensure that they have appropriate technical and organizational measures to protect against and report a Personal Data breach, appropriate to the harm that might result from such Personal Data breach, having regard to the state of technological development and the cost of implementing any measures. Such measures may include where appropriate: pseudonymising or encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after a physical or technical incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it.

ANNEX III

LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

EXPLANATORY NOTE: This Annex must be completed for Modules Two and Three, in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors: Please see Annex E, Schedule 4 – List of Sub-processors authorised to be used under the Order (for the provision of the Services under the Order).
and

For the purposes of the various options as per the Standard Contractual Clauses, the following options shall apply:

Clause 7 – Optional (Docking Clauses)	Shall not apply
Option under clause 9(a) (Use of sub-processors)	Option 1: Specific prior authorisation to apply
Pursuant to clause 9(a) (Use of sub-processors) the notice period will be	10 UK business days
Clause 11 (Redress)	Shall not apply
Clause 13 (Supervision)	As per Annex I.C
Clause 17 (Governing Law)	Option 1: “The Parties agree that this shall be the law of _____ (specify Member State).]” That Member State shall be Ireland
	Option 2 (for Modules Two and Three): “Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of _____ (specify Member State).]” That Member State shall be: where the Services are provided
Clause 18 (Choice of forum and jurisdiction)	“b) The Parties agree that those shall be the courts of _____ (specify Member State).” That Member State shall be Ireland

ANNEX E, SCHEDULE 4 – LIST OF SUB-PROCESSORS AUTHORISED TO BE USED UNDER THE ORDER (FOR THE PROVISION OF THE SERVICES UNDER THE ORDER

As per Order under: “List of Sub-processors authorised to be used under the Order (for the provision of the Services under the Order)”.

Section 3

These RLDatix Terms of Use relate to the provision of legacy RLDatix/legacy Datix products/services only

RLDATIX MASTER SERVICES AGREEMENT

Client (as defined on the Order) and RLDatix (each individually is a “Party” and together they are the “Parties”) hereby agree as follows:

1. SCOPE

- 1.1. The terms and conditions of this agreement (the “Agreement”) and any attached schedule apply to Client’s use of the RLDatix’s products or services ordered by Client under an order form, statement of work, or other ordering document issued by RLDatix specifying the services to be provided hereunder (each an “Order” and collectively, the “Orders”). The parties acknowledge that in entering into this Agreement they have not relied upon any representations other than those reduced to writing in this Agreement.
- 1.2. **Purchase Order (“PO”) Requirements:** Client expressly agrees that terms and conditions provided under any PO provided to RLDatix shall be of no force and effect and shall be excluded from any Agreement. Client will provide any required POs promptly on signing of the Order. This Agreement also applies to any services or work RLDatix does for Client without any other written agreement.

2. DEFINITIONS

- 2.1. “Active Contracts” shall mean contracts that are in process, active, and expired but not in an archived status. Agreement, amendments, addendums, exhibits, schedules and other documents directly forming part of the same agreement shall be treated as one contract for the purpose of counting Active Contracts.
- 2.2. “Affiliates” means affiliated in the manner indicated in the Order.
- 2.3. “Authorized Users” shall consist of the individuals Client permits to either access or use the Licensed Materials. Authorized Users must be associated with either a Listed Licensed Location or an Unlisted Licensed Location if specified on the Order.
- 2.4. “Confidential Information” means all confidential information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, and includes this Agreement and all Orders as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party, as demonstrated by Receiving Party’s written records. Where the Disclosing Party is the Client, Confidential Information shall not include any information provided by Client through public forums or de-identified or aggregated data.
- 2.5. “Client Data” means all non-aggregated or non-deidentified electronic data or information submitted by Client to be stored or processed in the Licensed Materials.
- 2.6. “Credentialing Practitioner Affiliation” means the anticipated count of the Credential Staff Members, which includes all physicians and allied healthcare professionals as set out in the Order.
- 2.7. “Credential Staff Members” mean Client’s physicians and advanced practice practitioners.
- 2.8. “Documentation” means the published user manuals and other written materials concerning the Licensed Materials that RLDatix generally makes available to its clients from time to time.
- 2.9. “Enhancements” means any updates, upgrades, improvements or new versions of the Software or Documentation that RLDatix may release or make generally available to its clients from time to time, which items are also subject to license.

- 2.10. "FTE" means full time equivalents. FTEs are expressed in numerical units, with full time workers expressed as 1.0 FTE and half-time workers expressed as 0.5 FTE. As used in connection with this Agreement, Client's FTEs include: (i) all of Client's employees, (ii) Client's agents and affiliates, (iii) Permitted Independent IT Contractors, (iv) independent or contract medical personnel (physicians, nurses, pharmacists, etc.) including their support and ancillary staff, and (v) any other groups of health care providers, medical workers and volunteers having privileges or working with Client. Client's FTEs are deemed to exclude: (A) FTEs associated with locations other than Listed Licensed Locations and Unlisted Licensed Locations as recorded on the Order (only to the extent that there is no overlap with Listed Licensed Locations or Unlisted Licensed Locations), and (B) Client's patients and customers (to the extent that they do not fall into one of the other groups of individuals listed in the preceding sentence).
- 2.11. "IP Claim" means any claim, suit or proceeding filed against Client by any third party to the extent that such claim, suit or proceeding asserts that the Licensed Materials infringe any intellectual property rights of such third party in Canada, the United States, the United Kingdom, Australia or the EU.
- 2.12. "Licensed Materials" means (i) the Software, (ii) the Documentation, (iii) any Enhancements; (iv) any Modifications; (v) any Professional Services and (vi) any copy of the Software, Documentation, Enhancements or Modifications and Third Party Software.
- 2.13. "Licensed Thresholds" refers to the limitations on use specified on the Order such as, without limitation, the following: license type (i.e. the functionality included in the license to Client); number of licensed users (meaning the absolute number of permitted users of the Software rather than the FTE count); number of different types of users; Listed Licensed Locations and Unlisted Licensed Locations; and, as applicable, the FTE limit; Active Contract Limit; Credentialing Practitioner Affiliation Limit; Maximum Headcount; and Rostered Unit Limit.
- 2.14. "Listed Licensed Locations" and "Unlisted Licensed Locations" are as indicated on the Order: Listed Licensed Locations being specified by name and address. All authorized locations must be listed and may be excluded from the list only in accordance with terms for locations on the Order.
- 2.15. "Maximum Headcount" means the total, maximum number of unique personnel IDs that Client is authorized to use in the Licensed Materials each calendar month, as specified in the Order. For the avoidance of doubt, Client may allocate these unique personnel IDs to its staff members (which may include Client's employees, agency staff and casual staff). If Client chooses to allocate multiple unique personnel IDs to a single staff member, then each such unique personnel ID will still be counted separately.
- 2.16. "Minimum Commitment" means a minimum term of Maintenance and/or a subscription as specified on the Order.
- 2.17. "Modifications" means any alteration, change or modification to any Licensed Materials made at Client's request.
- 2.18. "Order" refers to the order form or quotation provided by RLDatix to Client that specifies the fees and certain parameters for the Licensed Materials, such as, without limitation, License Thresholds.
- 2.19. "Permitted Independent IT Contractor" means an individual or group of individuals not employed by Client but who are engaged in work that supports Client's use of the Licensed Materials. To qualify as Permitted Independent IT Contractors, such individuals or group of individuals must be identified on the Order, must be included in the FTE count (where there is an FTE limit on the Order), and must not provide services to, or on behalf of, any business which is competitive with RLDatix.
- 2.20. "Rostered Unit" means a discrete organizational unit that has a roster template associated with it (where "roster template" means the shift requirements for the organizational unit).
- 2.21. "Software" means the computer programs and Websites identified on the Order, together with any Enhancements or Modifications.
- 2.22. "Standard Support Plan" means the RLDatix Standard Support Plan, the most current copy of which is always available at <https://www.rldatix.com/en-nam/msa>. (and for convenience attached to this for reference).
- 2.23. "Third Party Software" means any computer programs not owned by RLDatix that are licensed to Client and provided along with the Licensed Materials.
- 2.24. "Taxes" means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.
- 2.25. "Website" means the software and hardware infrastructure or mobile application software which the Client may access to receive the Licensed Materials.

3. LICENSED MATERIALS

- 3.1. **Right to Use Licensed Materials: License Grant.** RLDatix hereby grants to Client a non-transferable, non-exclusive perpetual or subscription license (as so identified on the Order) ("**Perpetual License**" or "**Subscription License**", respectively) for its Authorized Users to (i) under a Perpetual License, install and use the Licensed Materials in accordance with this Agreement,

or (ii) under a Subscription License, to remotely access and use the Licensed Material, in each case, subject to the License Threshold limitations set forth in this Agreement and the associated Order (including the duration of any Subscription License or renewal thereof), solely at the Listed Licensed Location(s) and Unlisted Licensed Locations as specified and defined on the Order (as modified by the process in section 3.5), and provided always that the live database and Licensed Threshold limits specified and defined on the Order are not exceeded (the "**License**"). Client shall ensure that the Licensed Materials are not used at locations other than Listed Licensed Locations and Unlisted Licensed Locations.

- 3.2. **Limitations.** Any right not specifically granted herein is reserved. Client shall have no right to assign, sublicense, transfer, rent, lease, or distribute the Licensed Materials. No right of ownership or any other exclusive right in any particular manner of configuration, customization or setup of the Licensed Materials performed by RLDatix is granted to Client. No right is granted to the Client to use the Licensed Materials other than in support of Client's own internal business processes and activities. No right is granted to the Client herein to operate the Licensed Materials in a service bureau, outsourcing business or other manner in which the Licensed Materials are used to process or manage information other than that generated by Client in the course of Client's own internal operations. Client shall ensure that each Authorized User has, and only uses his or her own, unique account name and password combination to access the Software. Client shall not permit more than one person to use any one account name and password combination. Client shall not permit any person or entity other than RLDatix to maintain or in any way change or modify the Licensed Materials or any element thereof. If Client has elected for a Subscription License, Client's right to the use of the Licensed Materials is limited to the duration of the Subscription License (or any renewal thereof) for which the Subscription License fee has been paid. Client shall not and shall ensure its users do not configure and/or re-configure any or all the Licensed Materials (in whole or in part), including but not limited to configuring and/or re-configuring the same, in any manner, which has the effect of permitting unauthorized access to the same, including unauthorized access to any or all of the Client Data.
- 3.3. **Warranty.** RLDatix warrants that it has the right to (i) enter into this Agreement; (ii) grant the licenses offered pursuant this Agreement; and (iii) grant the right for Client and its Authorized Users to make use of the Third-Party Software. No warranty or assurance is made as to the ability of the Software to satisfy any or all of Client's particular requirements or that use of the Software will be uninterrupted or error free.
- 3.4. **Authorized Users.** Only Authorized Users are entitled to make use of and access the Licensed Materials, and only then (i) from Listed Licensed Locations and/or Unlisted Licensed Locations as specified and defined on the Order, using a secure connection to the server hosting the Software for Client and (ii) exclusively to operate the Software for Client's internal business. As such, Client will ensure that only Authorized Users have access to the Licensed Materials. Additionally, any duty, obligation or prohibition incumbent upon the Client shall be interpreted as a duty to procure that each end user of the Licensed Materials complies with the same.
- 3.5. **Location Substitution License Threshold.** Client may substitute one permitted location for another Listed License Location, provided that (i) the new location replaces either an original location on the initial Order or a location subsequently added via this process, (ii) the new location is in the same country as the location it is replacing, (iii) the License Threshold number associated with the new location is the same or smaller than the License Threshold number at the replaced location, and (iv) Client provides RLDatix with written notice of the change within 90 days of making the substitution (and Client must include in such notice the address and License Threshold number of both the new and replaced location(s)), and (iv) the Licensed Materials are no longer used at the replaced location. Supplemental License Fees will be applicable where License Threshold number growth and/or new locations (in relation to the Order), cannot be accommodated through the process of Location Substitution per this paragraph.
- 3.6. **Acceptance.** Within three (3) months of delivery of the Licensed Materials or making them available for use or download, Client shall complete testing and evaluation of the Licensed Materials. In the event that there is a material non-conformance in the operation of the Software or a material non-conformance in the other Licensed Materials during this period, Client shall provide written notice thereof to RLDatix. A material non-conformance in the operation of the Software is defined as a Severity Level 1 or Severity Level 2 issue as per the Standard Support Plan. RLDatix shall then have fourteen (14) days to address the non-conformance or defect in accordance with the terms of the Standard Support Plan and to provide Client with a written Notice of Repair, thereafter starting a fourteen (14) day time period for Client to retest and re-evaluate the Licensed Materials. In the event the non-conformance is not cured within this time period, Client, at its sole discretion, can extend the cure period for such non-conformances or terminate the applicable Order. The Licensed Materials shall be deemed accepted by Client upon the earliest of (i) Client providing written notice of acceptance, (ii) Client not presenting a

notice of non-conformance or defect within the first thirty (30) days after Client places the Software into a production/live environment for go live, (iii) Client not presenting a notice of non-conformance or defect within the first three (3) months after the Licensed Materials is made available to Client for use (or, as the case may be within three (3) months of making the Licensed Materials available for download), or (iv) more than fourteen (14) days passing since RLDatix's last Notice of Repair being provided to Client without a written notice of material non-conformity being issued by Client, such date being the "Acceptance Date".

- 3.7. **Professional Services:** RLDatix will provide any required implementation and professional services as listed in the Order (the "Professional Services") and defined in an applicable Statement of Work ("SOW").
- 3.8. **Data Protection:** RLDatix will maintain appropriate administrative, physical and technical safeguards designed for the protection of the security, confidentiality and integrity of Client Data, including measures designed to prevent unauthorized access, use, modification or disclosure of Client Data by RLDatix personnel, as required to provide the Licensed Materials and prevent or address service or technical problems.
- 3.9. **Hosting:** Hosting services may be provided by a hosting partner that is a subcontractor of RLDatix. Subject to the terms of this Agreement, RLDatix shall be responsible for the actions of the Hosting Partner, to the extent that such actions are directly related to the services provided to Client.
- 3.10. **Support and Maintenance.** Support and maintenance services ("Maintenance") will be provided in accordance with the then-current version of the Standard Support Plan. RLDatix reserves the right to make changes to the Standard Support Plan and the policies within it to improve or enhance the support and maintenance.
- 3.11. **Limitation on Version.** RLDatix will provide Maintenance for the versions of the Software specified in the Standard Support Plan, subject only to Client's payment of the applicable Maintenance fees as provided hereunder. RLDatix may, in its sole discretion, offer Maintenance on a time and materials basis for older versions of the Software and shall be predicated on Client currently receiving Maintenance.
- 3.12. **Professional Services Terms and Conditions.** The Parties agree that all Professional Services will be supplied in accordance with the relevant Order and any associated SOW. If Client does not materially adhere to the guidelines in the relevant SOW, RLDatix reserves the right to either (i) perform the services on a time and materials basis, or (ii) not perform the services. Services dates and times which have been agreed to by both parties which are later cancelled or rescheduled at Client's request will require that: (x) all such fees for delivered Professional Services shall become immediately due and payable; (y) Client shall reimburse RLDatix for expenses incurred prior to the cancellation or rescheduling notice being received; and (z) if RLDatix is notified less than twenty (20) business days before the scheduled date, forfeiture by Client of the service hours which RLDatix is reasonably unable to re-book with another client for the same date and time. Any Services listed on the associated Order must be used by Client prior to the one-year anniversary of the Effective Date. Any Services unused by Client as of that time shall expire. Unused services cannot be transferred to other engagements.
- 3.13. **Out-of-Pocket Expenses.** Expenses incurred by RLDatix in providing on-premise training or services shall be fully reimbursed by Client and are in addition to fees otherwise listed in the Order unless explicitly stated otherwise.

4. CLIENT RESPONSIBILITIES WITH RESPECT TO THE LICENSED MATERIALS

- 4.1. **Responsibilities:** Client shall ensure that: (i) all limits and restrictions on the license, including but not limited to, the maximum number and type of Authorized Users that will be permitted to use the Licensed Materials and their mode of access shall comply with the applicable Order; (ii) only Authorized Users access the Licensed Materials and only for the exclusive purpose of operating the Licensed Materials in the course of Client's business; (iii) the Authorized Users will use the Licensed Materials in accordance with the terms and conditions of this Agreement the applicable Order, and then-current Documentation; (iv) its network and systems used in conjunction with the Licensed Materials comply with the Documentation that may be updated from time to time; (v) it has such internet connectivity and mobile network coverage as may be necessary for the Client to use the Licensed Materials. Client is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to RLDatix's data centers and maintaining the security of its equipment and account access passwords. Client shall cooperate with RLDatix to permit RLDatix to install, support, troubleshoot or otherwise provide services, which may include but not be limited to the provision of reasonable facilities and access to systems and equipment and the assignment of appropriately skilled and trained personnel to interact with RLDatix representatives. If Client fails to fulfill its responsibilities, RLDatix shall be relieved of the obligation to provide services to Client which are made more difficult or expensive by reason of Client's failure to fulfill Client's responsibilities. RLDatix may, in its sole discretion, offer to continue providing services to Client under such circumstances for an additional

charge. Client specifically agrees to refrain from any direct or indirect efforts or attempts to reverse engineer, decompile, or disassemble the Licensed Materials or to develop any derivative work thereof of any kind. Client shall not remove or obscure any proprietary notices or labels on the Licensed Materials or infect the Licensed Materials with viruses or any other computer code, files or programs that interrupt, destroy, or limit their functionality. The Client shall assume full responsibility for the acts and omissions of each Authorized User and shall be liable for any breach(es) of the same as if it were a breach by the Client.

- 4.2. **Client Data:** Client acknowledges that the collection of Client Data is the sole and exclusive responsibility of Client. Client acknowledges that RLDatix is not responsible in any way for any intellectual property infringement or the violation of any third party's rights or any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising from or relating to the Client Data. In relation to all personal data comprised within the Client Data, Client warrants that such personal data shall have been obtained and supplied to RLDatix in compliance with applicable laws and Client warrants that it has obtained all necessary consents and approvals from users that are necessary to permit RLDatix to provide the services under this Agreement. Client further agrees to not use the Licensed Materials to store, process or transmit any sensitive financial information, including but not limited to any account number, credit or debit card number (with or without any required security code) or password that would permit access to an individual's financial account (unless the Order specifically permits for this to occur), and RLDatix disclaims responsibility for any such data.
- 4.3. **Trade Sanctions:** Each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. For clarity, the Client is solely responsible for compliance related to the manner in which the Client chooses to use the Licensed Materials, including the Client's transfer and processing of Client Data. The Client represents and warrants that the Client and its financial institutions, or any party that owns or controls the Client or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the United Kingdom Government, the European Union or its Member States, or other applicable government authority.

5. PAYMENT AND INVOICING

- 5.1. **Fees:** Software is purchased on a subscription or perpetual basis as specified in the applicable Order and subject to the First Year Fee as set out in the Order. No more than once per year, RLDatix may increase annual fees by an amount set out in the applicable Order or, if no amount is set out, by another reasonable amount. Additional purchases of Licensed Materials may be added during the Term (as specified below). Fees for Professional Services will be offered on a one-time or subscription basis as set out in the applicable Order. If Client cancels its order, fails to pay the specified fees for the duration of the Minimum Commitment in accordance with this section, or this Agreement is otherwise terminated (other than for the failure of the Software to be accepted), Client agrees to immediately pay all outstanding invoices and 100% of all remaining fees otherwise due for the remainder of the term of the Minimum Commitment.
- 5.2. **Invoicing and Payment:** All fees are invoiced in advance, unless otherwise set out in the applicable Order. Unless otherwise stated in the applicable Order, invoiced charges are due within thirty (30) days from the date of the invoice. Payment obligations are non-cancelable and fees paid are non-refundable except as otherwise set out in this Agreement.
- 5.3. **Late Payment:** If any amounts are not received by RLDatix by the date specified on the applicable Order (unless subject to good faith dispute), then such charges shall accrue late interest at the rate of 1.5% compounded (19.6% per annum) of the outstanding balance per month or the maximum rate permitted by law (whichever is lesser), from the date the payment was due until the date paid; and RLDatix may, without limiting its other rights and remedies, suspend Client's access to the Licensed Materials, in whole or in part, until such amounts are paid in full.
- 5.4. **Taxes:** Unless otherwise stated, fees do not include any Taxes. Client is responsible for paying all Taxes associated with the purchases under the Order where applicable. If RLDatix has the obligation to pay or collect any Taxes associated with an Order for which Client is responsible, then Client shall pay or reimburse RLDatix the amount of the Taxes. For clarity, RLDatix is solely responsible for taxes assessable against it based on its income, property or employees.

6. PROPRIETARY RIGHTS

- 6.1. **Licensed Materials:** Subject to the limited rights expressly granted hereunder, RLDatix reserves all rights, title and interest in and to the Licensed Materials and all modifications and improvements to the Licensed Materials, plus all related intellectual property rights. Except as expressly stated in this Agreement, this Agreement does not grant Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered),

or any other rights or licenses in respect of the Licensed Materials. Any Modifications to any part of the Licensed Materials, excluding the Third Party Software, will be owned by RLDatix immediately on creation regardless of whether the Modifications were made at the request of Client or not. To the extent Client owns or acquires any right, title, or interest in and to any Modifications, Client hereby assigns to RLDatix all such right, title, and interest in and to such Modifications, including all intellectual property rights therein. RLDatix will own all intellectual property rights in any works created in performing this Agreement or in providing any Licensed Materials or Professional Services.

- 6.2. **Client Data:** Client reserves all rights, title and interest in and to the Client Data, and subject to the limited rights granted by Client hereunder, RLDatix acquires no right, title or interest from Client under this Agreement in or to Client Data or any intellectual property rights therein. Client hereby grants to RLDatix an irrevocable, non-exclusive, royalty-free, worldwide, perpetual license to (i) de-identify any and all Client Data obtained by RLDatix under this Agreement in accordance with the de-identification requirements of applicable laws, and use and disclose such de-identified data consistent with applicable laws for the proper management and administration of RLDatix or to carry out its legal responsibilities, (ii) combine Client Data with any de-identified or aggregated data maintained by RLDatix (provided that aggregated Client Data is first de-identified by RLDatix in accordance with applicable laws), and to make such combined data available to other entities to enable such entities or RLDatix to perform benchmarking or comparative analyses of their operations with the benefit of such data, and (iii) to use Client Data to monitor, develop, improve and optimize any of RLDatix's software and services or its infrastructure underlying the same. For clarity, where Client's Order is for Software that contains artificial intelligence as part of the software, Client grants to RLDatix an irrevocable, non-exclusive, royalty-free, worldwide, perpetual license to use Client Data as part of the Software and to train the artificial intelligence language model.
- 6.3. **Usage Data.** Any logs, site statistics or similar data collected by RLDatix shall be and remain RLDatix's sole and exclusive property.

7. CONFIDENTIALITY

- 7.1. **Confidentiality:** The Receiving Party shall: (i) protect the Disclosing Party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care); (ii) not use (except to perform its obligations hereunder or exercise its rights hereunder) or disclose to any third person any such Confidential Information, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to such Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less than those herein. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party, if permitted by law, shall first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and reasonably cooperate with the Disclosing Party in seeking to obtain such protection. Each Party may also confidentially disclose the terms and conditions of this Agreement to actual or potential financing sources or acquirers. A Receiving Party's obligations of Confidentiality shall last for the greater of (i) the term of this Agreement and (ii) five (5) years from disclosure, except that obligations related to trade secrets shall last for such longer period of time as the Disclosing Party maintains the Confidential Information as a trade secret.
- 7.2. **Feedback:** To the extent Client provides any suggestion, idea, enhancement requests, recommendations or comments ("Feedback") to RLDatix, such Feedback will not be considered Confidential Information and RLDatix will have the unrestricted right to use, profit from, disclose, publish or otherwise exploit any Feedback without any compensation to Client. Client shall have no intellectual property rights in any developments arising from any Feedback.

8. DISCLAIMER

- 8.1. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN EACH SCHEDULE, RLDATIX MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.
- 8.2. CLIENT ACKNOWLEDGES AND AGREES THAT RLDATIX HAS NOT REPRESENTED ITS PRODUCTS AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. THE PARTIES AGREE THAT, AS BETWEEN CLIENT AND RLDATIX, CLIENT IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CLIENT DATA AS INPUT INTO THE PRODUCTS. CLIENT ACKNOWLEDGES AND AGREES THAT RLDATIX DOES NOT PROVIDE MEDICAL SERVICES TO PATIENTS AND THAT THE OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT

IN RENDERING HEALTH CARE SERVICES TO PATIENTS LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES.

9. INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT

- 9.1. RLDatix will defend at its expense any IP Claim and will pay all costs and damages finally awarded against Client by a court of competent jurisdiction or any settlement amounts finally agreed to by RLDatix as a result of any such IP Claim, provided that Client (i) promptly notifies RLDatix in writing of such IP Claim, (ii) transfers sole control of the defense of the IP Claim and all negotiations leading to a settlement or resolution (provided that Client will have the right to reasonably participate, at its own expense, in the defense of any such IP Claim); and (iii) fully co-operates with and assists RLDatix in the defense of such IP Claim.
- 9.2. If an IP Claim arises, or in RLDatix's opinion, may arise, then RLDatix may at its sole option and in its sole discretion (i) replace or modify that portion of the Licensed Materials so as to avoid the IP Claim; (ii) procure the right for Client to continue the use of the Licensed Materials, or (iii) terminate that portion of the applicable Order corresponding to the IP Claim and refund to Client a pro rata amount of the fees actually paid by Client to RLDatix for the unused portion of the annual fees for such Order.
- 9.3. The foregoing indemnities will not apply to any IP Claim based upon or arising from (i) any unauthorized use or modification of the Licensed Materials; (ii) use of the Licensed Materials in combination with any software, data, content or hardware not provided or required by RLDatix, to the extent the IP Claim relates to the combination or (iii) any work based on specifications provided by Client to the extent the IP Claim related to such work created based on those specifications.
- 9.4. THE FOREGOING REPRESENTS CLIENT'S SOLE AND EXCLUSIVE REMEDY AND RLDATIX'S ENTIRE LIABILITY AND OBLIGATION WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

10. LIMITATION OF LIABILITY

- 10.1. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, INCLUDING LOSS OR CORRUPTION OF DATA, LOSS OF PROFIT, LOSS OF REVENUES, LOSS OF GOODWILL, LOSS OF SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CLIENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM LEADING TO SUCH LIABILITY.
- 10.3. SECTION 10.2 SHALL NOT APPLY TO (i) CLIENT'S PAYMENT OBLIGATIONS FOR THE SERVICES UNDER THIS AGREEMENT; (ii) ANY BREACH OF SECTION 4.1 **Error! Reference source not found.**; (iii) INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1; OR (iv) EITHER PARTY'S FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (v) MATTERS THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.
- 10.4. EACH PARTY WILL TAKE REASONABLE STEPS TO MITIGATE A LOSS, INCLUDING WHERE THAT LOSS OCCURS AS A RESULT OF ANYTHING THAT MAY GIVE RISE TO A CLAIM UNDER AN INDEMNITY.

11. TERM AND TERMINATION

- 11.1. **Effective Date:** The License granted herein commences (and the terms and conditions and software license making up this Agreement are adopted by Client), on the Effective Date, which shall commence on the earlier of (i) the date Client signs the Order, (ii) the date by which Client provides a purchase order consistent in all respects with the terms set forth herein, (iii) the date on which RLDatix provides services or software pursuant to this Agreement, (iv) in the case of a Subscription Term, the first day of the first license key being operational, or (v) the date on which Client installs, copies or in any way uses the Licensed Materials.
- 11.2. **Subscription Term.** For Licensed Materials licensed under a subscription model, the term of this Agreement shall be the term set out in the first Order under this Agreement (the "Term", with the first twelve months of the Term being the "First Year"). The Agreement will automatically renew for additional periods of one year (each a "Renewal Term"; the Term along with any Renewal Terms being the "Subscription Term") unless either Party gives written notice of non-renewal to the other Party at least three months before the end of the Subscription Term. Additional Subscriptions purchased on any subsequent Order will co-terminate with the Subscription Term. Client's Subscription License fee includes a subscription to Maintenance

for the term of the Subscription Term. A Subscription Term cannot be discontinued or terminated during the Minimum Commitment.

- 11.3. **Perpetual Term.** For Licensed Materials licensed under a perpetual model, the Term shall survive until terminated.
- 11.4. **Maintenance Term.** (i) For Licensed Materials licensed under a subscription model the Maintenance Term coincides with the Subscription Term. (ii) For Licensed Materials licensed under a perpetual model, Maintenance is available for one (1) year terms. Unless otherwise indicated on the Order, the "First Year", being the first year of Maintenance, shall commence on the Effective Date of the Agreement, the month and day of which shall become known as the "Renewal Date." The Renewal Date shall constitute the commencement date of each successive one-year Maintenance Term (each a "Renewal Term"). Following the First Year (and completion of the Minimum Commitment period if applicable), Maintenance shall be renewed for successive one year terms on the Renewal Date, provided, however, that either party may, by written notice to the other party at least three (3) months prior to the expiration of the First Year or any Renewal Term elect to discontinue Maintenance as of the end of the latter of (i) the then-current Maintenance Term and (ii) the Minimum Commitment. In the event that Client does not renew its term of Maintenance with RLDatix and later elects to receive Maintenance, Maintenance may be reinstated by RLDatix, in its sole discretion, for a Maintenance fee equal to (i) the fee that Client would have paid had Client retained the Maintenance since termination of Maintenance, prorated for any partial periods, plus (ii) prepayment of Maintenance fees for the following full term, plus (iii) a reactivation fee equal to 10% of the total of (i) and (ii) above. If Client and RLDatix elect to reinstate Maintenance as set forth above, and the Licensed Materials are licensed under a perpetual model, RLDatix shall provide Client with the most recent version of the Software and provide Maintenance as described herein. Maintenance cannot be discontinued nor terminated in accordance with this section during the term of a Minimum Commitment.
- 11.5. **Termination:** If either Party (i) fails to substantially comply with any material provision of this Agreement or any Order, and such breach has not been cured within thirty (30) days after receipt of written notice thereof, the non-breaching Party may terminate this Agreement or the affected Order. Upon expiration or termination of this Agreement, (a) Client shall cease any further use of the Licensed Materials or Documentation, (b) each Receiving Party will return or destroy, at the Disclosing Party's option and upon written request, the Disclosing Party's Confidential Information in the Receiving Party's possession or control, (c) Sections 5, 6, 9, 10, 11 and 12, will survive any expiration or termination of this Agreement or the affected Order and (d) if this Agreement or an Order is terminated due to RLDatix's uncured breach, then RLDatix will refund to Client a pro rata amount of the annual fees actually paid by Client to RLDatix for the unused term of the affected Order.
- 11.6. **Right to Suspend:** RLDatix may, acting reasonably, suspend the provision of any Licensed Materials (or any part of a Licensed Materials) without liability to Client in the event of: (a) any unauthorized access to Client's network which may result in unauthorized access to RLDatix's network (the suspension to last until such time as that unauthorized access ceases or is demonstrated by Client not to have occurred); and/or (b) any breach by Client of any of its obligations under the Agreement; and/or (c) any requirement by law or at the direction of any court or governmental or other regulatory body, provided that, during the period of any such suspension the fees for the suspended Licensed Materials (or part thereof) will not be payable unless the suspension arises as a consequence of any unauthorized access to Client's network under Clause 11.6(a), or a Client's breach of the Agreement under Clause 11.6(b).
- 11.7. **Effect of Termination:** On termination or expiry of an Order, unless agreed otherwise in writing between the Parties: (a) the Licensed Materials will become inoperative and the Authorized Users will be unable to access any data stored by the Licensed Materials or otherwise use the Licensed Materials in any way; and (b) Client shall and shall procure all Authorized Users shall cease all activities authorized by the Order.

12. GENERAL

- 12.1. **Entire Agreement.** This Agreement, the Order, the Schedules, the Master Service Agreement Addendum (where applicable), the Standard Support Plan (where applicable), the Region Addendum (where applicable), the Product Addendum (where applicable) and any other document expressly referred to in the body of this Agreement or Order constitutes the entire agreement between the parties relating to any and all software or services purchased by Client from RLDatix, and supersedes all prior agreements, understandings and representations as to the subject matter set forth in this Agreement and shall control over any different or additional terms of any purchase order or other non-RLDatix ordering document, and no terms included in any such purchase order or other non-RLDatix ordering document shall apply to the Licensed Materials. The terms of this Agreement can only be varied by a written agreement signed by both RLDatix and Client or an updated version of this Agreement being presented by RLDatix. The headings in the Agreement are provided for convenience only and shall not be construed to infer intent or meaning. In the event of a conflict between the terms of this Agreement and

any other document forming part of the Agreement (including, but not limited to, the Order, and the Standard Support Plan), the order of precedence shall be the Order, the Product Addendum, the Region Addendum, this Agreement, the Standard Support Plan. In the case of any other document, unless the other document is signed by both parties and makes specific reference to this Agreement and identifies by section or paragraph number the specific elements of this Agreement in respect of which the other document is to take precedence, it shall have no bearing. No general statement that another document takes precedence shall apply. In the event of a conflict between this Agreement and an Order, the terms of the Order shall control.

- 12.2. **Assignment:** Neither Party may assign this Agreement nor any rights or obligations herein without the other Party's prior written approval, except that either Party may assign this Agreement to a successor to substantially all of its assets or business related to this Agreement or an affiliate, subject at all times to the terms of this Agreement. Any purported assignment in violation of this Section shall be void.
- 12.3. **Miscellaneous:** Notices to RLDatix provided must be addressed to the Legal Department of RLDatix and emailed to legal@RLDatix.com. Notices to Client may be delivered to the contact information for Client provided in the Order. The parties expressly exclude application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Conventions, 1980). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 12.4. **Applicable Law, Incompatibility:** If Client is based in the United States this Agreement will be governed by the laws of the State in which Client is based. If Client is based in the United Kingdom this Agreement will be governed by the laws of England and Wales. If Client is based in the EU this Agreement shall be governed by the laws of Ireland. If Client is based in Australia or New Zealand this Agreement will be governed by the laws of the State of Victoria, Australia. Otherwise, this Agreement will be governed by the laws of Ontario, Canada. If a law, regulation or ordinance prevents a party from agreeing to one or more terms of this Agreement or in the event that any of the terms of this Agreement become or are declared to be invalid or unenforceable, then this Agreement will be deemed to be amended to reflect the limit of what is permitted by the law, regulation or ordinance.
- 12.5. **Force Majeure Event:** No delay, failure or default, will constitute a breach of this Agreement, to the extent caused by acts of war, terrorism, invasions, embargoes, hurricanes, earthquakes, pandemic, other acts of God or nature, strikes or other labor disputes, riots, power grid failure or other causes beyond the performing Party's reasonable control (collectively, a "Force Majeure Event").
- 12.6. **Ethics:** Each Party shall hold itself and its Affiliates to high ethical standards, including basic human rights, not engaging in any activity, practice or conduct which would constitute an offence under anti-slavery or anti-bribery legislation, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner, without corruption.
- 12.7. **Liability of RLDatix:** Client shall defend, indemnify, protect and hold harmless RLDatix for all claims and actions arising out of Client's use or misuse of the Licensed Materials, without limitation.
- 12.8. **Audit Rights.** Client shall maintain accurate books and records relating to the Licensed Materials, including but not limited to the use made thereof by Client in comparison to the License Thresholds and limitations on the Order. Wherever possible, such books and records shall be in a form to permit remote access and review. RLDatix may, at its sole cost and expense, conduct an audit of Client's books and records relating to the Licensed Materials during normal business hours, with reasonable advanced notice and subject to any reasonable requirements of Client in respect of confidentiality. In the event that an audit reveals, or RLDatix is otherwise made aware that Client's use of the Licensed Materials is in excess of any License Thresholds at any time, Client shall immediately tender the applicable supplemental fees, and should the audit reveal that Client's use was more than 5% in excess of any License Threshold at any time, Client shall reimburse RLDatix for the reasonable costs of the audit.
- 12.9. **Third Party Applications:** Third-Party applications purchased by Client through RLDatix or otherwise shall not be governed by this Agreement. Some elements of Third-Party Software require the distribution of separate notices, license terms and/or source code, and all Third-Party Software is subject to the license terms of such Third Party Software. None of the terms of the Third-Party Software licenses diminish or minimize the rights RLDatix is otherwise offering to Client in this Agreement. For each such element of Third-Party Software, the applicable licenses, notices or other elements can be found on the distribution media for the Software licensed by this Agreement in the folder named "Third-Party Software" and on the RLDatix web site at <https://rldatix.com/en-nam/company/terms>.

- 12.10. **On-Premise Software:** If Client is purchasing Licensed Materials for an on-premise deployment, the terms and conditions stated in the On-Premise Platform Terms and Conditions Schedule shall apply.
- 12.11. **Hosted Software:** If Client is purchasing Licensed Materials for a SaaS or hosted deployment, the terms and conditions stated in the Hosted Platform Terms and Conditions Schedule shall apply.

SCHEDULE 1

HOSTED PLATFORM TERMS AND CONDITIONS SCHEDULE

1. The terms and conditions of this Schedule 1 apply to Client's use of RLDatix Software via RLDatix' hosted deployment ("HD") or Software-as-a-Service-based subscription services ("SaaS"), professional and support services, along with any related work (such as HD, SaaS, professional and support services and work, collectively, the "RLDatix Platform") ordered by Client under an Order, Statement of Work, or other ordering document issued by RLDatix (including any online form, which Client agrees is subject to acceptance or rejection by RLDatix) specifying the services to be provided hereunder (each an "Order" and collectively, the "Orders"). The terms contained in this Schedule 1 shall apply to the RLDatix Platform only and are in addition to all other terms stated within the main body of the Agreement. All usage restrictions, IP terms and other applicable terms stated in the main body of the Agreement above shall apply to the RLDatix Platform.

2. SERVICE

2.1 Support Services: RLDatix will provide the RLDatix Platform and related support services (in accordance with the Standard Support Plan). Client's Subscription License Fee includes a non-cancellable subscription to Maintenance for the term of the Subscription License or any renewal thereof.

3. WARRANTY

3.1 Hosting Warranty: RLDatix warrants that the RLDatix Platform, as delivered, shall perform materially in accordance with the specifications contained in the then current Documentation that relates to the RLDatix Platform. In the event of any breach of the warranty in this sub-section during the term of this Agreement, RLDatix shall, as its sole liability and Client's sole remedy (in addition to any termination right that may arise from such warranty breach), diligently remedy such deficiencies that cause the HD or SaaS to not conform to this warranty. If RLDatix determines that it is unable to remedy such deficiencies, RLDatix may terminate that portion of the applicable Order affected and refund to Client a pro rata amount of the fees actually paid by the Client to RLDatix for the unused Subscription Term of the defective RLDatix Platform. This warranty shall not apply to the extent that (i) Client does not report a nonconformity or defective element of the RLDatix Platform, (ii) the RLDatix Platform is not used in accordance with the then-current Documentation, (iii) Client makes any changes to the RLDatix Platform that have not been approved in writing by RLDatix, and/or (iv) the nonconformity is due to the misuse of the RLDatix Platform.

3.2 Professional Services: RLDatix warrants that the Professional Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. Client's sole and exclusive remedy (in addition to any termination right that may arise from such warranty breach) with respect to this warranty will be that RLDatix shall correct the breach of this warranty or reperform the services within a commercially reasonable period of time, provided that Client reports any warranty claims to RLDatix within thirty (30) days of the delivery of the related Professional Services.

3.3 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE, RLDATIX MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

4. TERMINATION

4.1 Return of Client Data: Upon Client's written request, where such request must be made within thirty (30) days following expiration or termination of this Agreement, RLDatix shall return Client Data to Client in an industry standard file format at no cost to Client. All Client Data shall be deleted by RLDatix within ninety (90) days after expiration or termination of this Agreement. Notwithstanding the foregoing, RLDatix shall be permitted to retain any Client Data that is required to be retained as part of ongoing or contemplated litigation.

4.2 Transition Services: RLDatix may provide transition services to Client, upon expiration or termination of this Agreement, under an applicable Statement of Work signed by both Parties and at RLDatix' then current fee rate for such Professional Services.

SCHEDULE 2
ON-PREMISE PLATFORM TERMS AND CONDITIONS SCHEDULE

- 1.1. Hardware and Other Software.** Client shall be solely responsible to obtain and ensure the proper operation of the hardware and software necessary to operate and use the Licensed Materials. Any costs associated with acquiring, maintaining or using Client hardware or any supporting software (including but not limited to operating systems) and/or any connectivity necessary to use or support the Licensed Materials shall be entirely those of Client.
- 1.2. Environment.** Under a Perpetual License, Client may install and operate the Software in one live / production environment unless specified otherwise in the Order. Except as is necessary to install and operate the Software in a single live / production environment, and a single backup thereof, and one training / test environment, Client shall enjoy no right of duplication of the Software.
- 1.3. Remote Access.** Where Client hosts the Software, Client will assist RLDatix in establishing remote access through an Internet-based third-party remote access solution when RLDatix requires access to effectively support the Software.
- 1.4. Enhancements.** RLDatix will periodically group revisions, updates and/or Enhancements into a version or release of the Licensed Materials that will be sent to Client (or made available for download by Client), together with instructions for the installation thereof. Client will be responsible for installing the new version or release of the Licensed Materials. At Client's request, RLDatix will lead the installation of the updated version of the Licensed Materials in the Client's environment, at RLDatix's then-current Professional Services rates on a time and materials basis. Client is solely responsible for adding versions and releases of the Software on a timely basis.
- 1.5. Limited Warranty.** RLDatix warrants that the Software and any Enhancements will, for a period of six (6) months from the Effective Date, perform materially as described in the then-current Documentation. The Limited Warranty shall not apply to the extent that (i) Client does not report a nonconformity or defective element of the Software within the Limited Warranty period set forth above, (ii) the Software is not used in accordance with the then-current Documentation, (iii) Client makes any changes to the underlying Software that have not been approved in writing by RLDatix, and/or (iv) the nonconformity is due to the misuse of the Software. In the event of written notice of a breach of the Limited Warranty set forth in section 1.5, RLDatix or its representative will undertake all commercially reasonable efforts to correct the nonconformity or repair or replace any defective element of the Licensed Materials. If the breach cannot be so cured, RLDatix will (i) accept the return of the Licensed Materials, (ii) terminate the license granted herein, and (iii) refund the Setup Fees and First Year fees paid by Client as of the date such written notice was provided to RLDatix. The foregoing sentence represents Client's sole and exclusive remedy for any breach of the Limited Warranties, or any duty or obligation related to the operation or quality of the Licensed Materials.

REGION ADDENDUM TO RLDATIX MASTER SERVICES AGREEMENT
UK, EUROPEAN UNION, MIDDLE EAST

1. INTERPRETATION AND DEFINITIONS

1.1 In this Addendum:

1.1.1 any reference to a statute, statutory provision, subordinate legislation or code of practice is a reference to that statute, statutory provision, subordinate legislation or code of practice as amended, modified, consolidated or re-enacted from time to time; and reference to any statutory provision includes a reference to any subordinate legislation made under that provision from time to time, including in the case of EU law all decisions of the European Commission published in the Official Journal of the European Union;

1.1.2 capitalised terms used but not defined in this Addendum shall have the meaning given to them in the RLDatix Master Services Agreement.

1.1.2 references in this Addendum to Clauses, Annex, Schedules and Tables are to Clauses, Annex, Schedules and Tables therein unless otherwise specified.

2. OTHERS

3.1 LATE PAYMENT - Clause 5.3 (Late Payment) of the RLDatix Master Services Agreement shall be deleted and replaced with:

"5.3 Late Payment: If any amounts are not received by RLDatix by the date specified on the applicable Order (unless subject to good faith dispute), then such charges shall accrue late interest at the rate of 1.5% above the base rate of the Bank of England from the date the payment was due until the date paid; and RLDatix

may, without limiting its other rights and remedies, suspend Client's access to the Licensed Materials, in whole or in part, until such amounts are paid in full."

3.2 THIRD PARTY ACCESS – Any third party access right(s) to the Licensed Materials is limited to those applicable categories as defined under "FTE" in the RLDatix Master Services Agreement, subject to the proviso that the Client shall be responsible for ensuring it and its Authorized Users:

- a) does not allow any third party to access any application programming interface of the Software,
- b) access the Website via standard web browsers only and not by any other method(s), including data mining, robots, and/or any similar data gathering, extraction and/or monitoring method (the "Unauthorised Methods"), and
- c) does not allow or facilitate any third party to access the Software through any Unauthorised Methods.

3.3 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 - Person who is not a party to an Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of the Order.

3.4 FREEDOM OF INFORMATION ACT 2000 ("FOIA") - (a) Where Client receives an information request under the FOIA in connection with the Order, Client will immediately notify RLDatix, and, where the information request refers to RLDatix's commercially sensitive information or Confidential Information, Client will allow RLDatix sufficient time to raise an objection to the extent, type and/or nature of disclosure requested, and will work with RLDatix to agree the form of disclosure. (b) RLDatix shall assist and cooperate with Client to enable it to comply with its disclosure obligations under the FOIA. (c) Where RLDatix receives a request for information under the FOIA in connection with the Order which does not refer to RLDatix's commercially sensitive information or Confidential Information, RLDatix will not respond to that request (unless directed to do so by Client) and will use its reasonable endeavours to transfer the request to Client within two business days). (d) With the exception of RLDatix's commercially sensitive information or Confidential Information, RLDatix agrees that the Order and any recorded information held by RLDatix on the Client's behalf for the purposes of the Order are subject to the obligations and commitments of Client under the FOIA. (e) RLDatix agrees that, save in respect of RLDatix's commercially sensitive information or Confidential Information, the decision on whether any other exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for Client. (f) RLDatix agrees to assist Client in responding to a request for information, by processing information (as defined in FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, using reasonable endeavours to (without charge) provide copies of all relevant information requested by Client which is not exempted within five business days of that request.

3.5 DISPUTES RESOLUTION - Parties shall seek to resolve any dispute relating to the Order by conducting a minimum of two (2) discussions between senior executives of each party having authority to settle such dispute. If such discussions do not result in a resolution of the dispute, such dispute will be referred to mediation before a mediator agreed by both parties. If the dispute remains unresolved thirty (30) or more days after the first request for mediation by either party, either party may resort to litigation. Nothing herein shall prevent any party, in cases in which interim, injunctive or declaratory relief is required, or where the right to issue proceedings would be prejudiced by the impending expiration of any applicable limitation period, from commencing proceedings and pursuing claims before a court of competent jurisdiction.

3.5 DATA PROCESSING - Parties shall comply with Data Processing Schedule ("DPS").

DATA PROCESSING SCHEDULE ("DPS")

DPS, SCHEDULE 1

1. In this DPS: (a) references in this Schedule to Clauses, Addendum and Tables are to Clauses, Addendums and Tables therein unless otherwise specified, (b) any reference to a statute, statutory provision, subordinate legislation or code of practice is a reference to that statute, statutory provision, subordinate legislation or code of practice as amended, modified, consolidated or re-enacted from time to time;

and reference to any statutory provision includes a reference to any subordinate legislation made under that provision from time to time, including in the case of EU law all decisions of the European Commission published in the Official Journal of the European Union; and (c) the following definitions have the meaning ascribed to them:

"Client"	means the customer entity in the Order, which in the Order may have been referred to as eg, "Customer", "Authority", "Participating Authority";
"Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processor"	has meaning given in UK GDPR or EU GDPR as context requires;
"Data Loss Event"	any event that results in unauthorised access to Personal Data of the Client held by the Processor under the Order, and/or destruction of Personal Data in breach of the Order, including any Personal Data Breach;
"Data Protection Legislation"	(a) UK GDPR; (b) Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about processing of personal data and privacy; and (d) (to extent that it applies) EU GDPR;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Impact Assessment"	assessment (including transfer impact assessment) by Controller of the impact of the envisaged processing on the protection of Personal Data;
"Law"	any law, statute, subordinate legislation within meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which Client is bound to comply;
"Order"	mean the order form, contract, agreement (or equivalent) for the provision of Services by the Provider to the Client;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and suppliers of Processor and/or of any Sub-processor engaged in the performance of its obligations under the Order;
"Provider"	mean the relevant supplier entity under the Order;
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
"Services"	mean the services provided by the Provider under the Order;
"Sub-processor"	any third party appointed to process Personal Data on behalf of Processor under the Order;

2. Where one Party is Controller and other Party is Processor

- 2.1 The nature of the activity carried out by each party under the Order will determine the status of each party under the Data Protection Legislation.
- 2.2 Where a party is a Processor, the only processing that it is authorised to do is listed in DPS, Schedule 2.
- 2.3 Processor shall notify Controller as soon as is reasonably practicable if it considers that any of Controller's instructions infringe the Data Protection Legislation.
- 2.4 Processor shall provide all reasonable assistance to Controller in the preparation of any Impact Assessment prior to commencing any processing.
- 2.5 Processor shall, in relation to any Personal Data processed in connection with its obligations under the Order:
 - (a) process that Personal Data only in accordance with DPS, Schedule 2, unless Processor is required to do otherwise by Law. If it is so required the Processor shall, unless prohibited by Law, promptly notify Client before processing the Personal Data;
 - (b) ensure that it has in place Protective Measures having taken account of: (i) nature of data to be protected; (ii) harm that might result from a Data Loss Event; (iii) state of technological development; and (iv) cost of implementing any measures;
 - (c) ensure that: (i) Processor Personnel do not process Personal Data except in accordance with the Order (and in particular DPS, Schedule 2); (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data;

- (d) where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of Controller has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of Data Protection Act 2018);
or
 - (ii) Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or Data Protection Act 2018 Section 75) which could include relevant parties entering into the:
 - International Data Transfer Agreement, or
 - International Data Transfer Agreement Addendum to the European Commission's SCCs, as published by the Information Commissioner's Office, and as set out in DPS, Schedule 3, or such updated version of the same as are published by the Information Commissioner's Office;
 - (iii) Data Subject has enforceable rights and effective legal remedies;
 - (iv) Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses all reasonable endeavours to assist Controller in meeting its obligations); and
 - (v) Processor complies with any reasonable instructions notified to it in advance by Controller with respect to the processing of the Personal Data;
- (e) where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of Controller has been obtained and the following conditions are fulfilled:
- (i) transfer is in accordance with Article 45 of the EU GDPR;
or
 - (ii) Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR which could include relevant parties entering into:
 - Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in DPS, Schedule 3, or such updated version of the same as are published by the European Commission;
 - (iii) Data Subject has enforceable rights and effective legal remedies;
 - (iv) Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses all reasonable endeavours to assist Controller in meeting its obligations); and
 - (v) Processor complies with any reasonable instructions notified to it in advance by Controller with respect to the processing of the Personal Data; and
- (f) at the written direction of Controller, delete or return Personal Data (and any copies of it) to Controller on the sooner of termination or expiry of the Order unless Processor is required by Law to retain the Personal Data.
- 2.6 Subject to Clause 2.7, Processor shall notify Controller within 48 hours if it: (a) receives a Data Subject Request (or purported Data Subject Request); (b) receives a request to rectify, block or erase any Personal Data; (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation; (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Order; (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.
- 2.7 Processor's obligation to notify under Clause 2.6 shall include the provision of further information to Controller in phases, as details become available.
- 2.8 Taking into account the nature of the processing, Processor shall provide Controller with reasonable assistance in relation to either party's obligations under the Data Protection Legislation and any complaint, communication or request made under Clause 2.6 (and insofar as possible within the timescales reasonably required by Controller) including by promptly providing: (a) Controller with full details and copies of the complaint, communication or request; (b) such assistance as is reasonably requested by Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation; (c) Controller, at its request, with any Personal Data it holds in relation to a Data Subject; (d) assistance as requested by Controller following any Data Loss Event; and/or (e) assistance as requested by Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.9 Processor shall maintain complete and accurate records to demonstrate its compliance with this Clause 2 and its associated sub-clauses.
- 2.10 Processor shall allow for audits of its Data Processing activity by Controller or Controller's designated auditor, subject always to the following provisos: (a) audit(s) may not be carried out by a competitor of Processor; (b) audit(s) by Controller/Controller's designated auditor shall be agreed with Processor in advance, only so far as is necessary in order to demonstrate compliance, provided that: Controller provides Processor with no less than 30 days' notice of such audit or inspection; is conducted at Controller's sole expense; and the parties agree to the scope, duration, and purpose of such audit or inspection in advance, including reasonable reimbursement of Processor for time expended by Processor or its Sub-processors; (c) Controller's designated auditor shall conduct its audit in a manner that will result in minimal disruption to Processor's and Sub-processor's business operations and shall not be entitled to receive or obtain access to any system that also stores data or information of other clients or customers of the same, or any other confidential information of the same that is not directly relevant for the authorized purposes of the audit; (d) if Controller becomes privy to any confidential information of Processor/Sub-processor as a result of this Clause 2.10, Controller shall hold such confidential information in confidence and, unless required by Law, not make the confidential information available to any third party, or use it for any other purpose; (e) Controller acknowledges that Processor shall not be able to procure access to any third party sites, assets, records and/or information as part of any audit, and (f) a confidentiality agreement shall be required to be executed by the Controller's designated auditor.
- 2.11 Parties shall designate a Data Protection Officer as below:

Contact details of Controller's DPO:	As advised by Controller from time to time
Contact details of Processor's DPO:	June Lewis or substitute as advised in writing from time to time

- 2.12 Before allowing any Sub-processor to process any Personal Data under the Order, Processor must (save where such Sub-processor is already authorised): (i) notify Controller in writing of the intended Sub-processor and processing; (ii) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 2 such that they apply to Sub-processor; and (iii) provide Controller with such information regarding the Sub-processor as Controller may reasonably require. Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

DPS. SCHEDULE 2 – DETAILS OF PROCESSING

Description	Details
Identity of Controller	Client is Controller. Provider is Processor
Nature, purpose of processing, and processing activities	Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services
Duration of Processing	Until the later of (i) expiry/termination of the Order, or (ii) the date upon which processing is no longer necessary for the purposes
Categories of data subjects	Determined and controlled by Controller in its sole discretion
Type of personal data	Determined and controlled by Controller in its sole discretion
Special categories of data (if appropriate)	Determined and controlled by Controller in its sole discretion
For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing	Process Personal Data as necessary to perform the Services pursuant to the Order, and as further instructed by Controller in its use of the Services

DPS. SCHEDULE 3 - consisting of:

- 1) International Data Transfer Agreement
- 2) International Data Transfer Agreement Addendum to The EU Commission Standard Contractual Clauses
- 3) Standard Contractual Clauses for EU GDPR Compliant Transfers

INTERNATIONAL DATA TRANSFER AGREEMENT

As per Information Commissioner's Office Standard Data Protection Clauses issued by the Commissioner, VERSION A1.0, in force 21 March 2022, as amended, but with the following details completed.

Part 1: Tables

Table 1: Parties and signatures

Start date	Same as date of last signature of the Order	
The Parties	Exporter - As per Order for Client	Importer - As per Order for Provider
Signatures	By acting in accordance with the Order, party is deemed to have signed this	By acting in accordance with the Order, party is deemed to have signed this

Table 2: Transfer Details

UK country's law that governs IDTA and place for legal claims	England and Wales
Status of Exporter, Importer	Exporter is a Controller. Importer is the Exporter's Processor or Sub-Processor
Whether UK GDPR applies	UK GDPR applies to the Importer's Processing of the Transferred Data
Linked Agreement	is the Order
Term	Importer may Process the Transferred Data for: the period for which the Linked Agreement is in force
Ending the IDTA before end of Term	Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2: neither Party

Can the Importer make further transfers of Transferred Data?	Importer MAY transfer the Transferred Data to another organisation or person in accordance with Section 16.1 (Transferring on the Transferred Data).
Specific restrictions when Importer may transfer on the Transferred Data	Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1: to authorised receivers (or the categories of authorised receivers) set out in: the Order or pursuant to the Order
Review Dates	First review date: As agreed between the Parties. The Parties must review the Security Requirements at least once: each year

Table 3: Transferred Data

Transferred Data, Relevant Data Subjects, Special Categories of Personal Data, Purpose etc	As per DPS, Schedule 2. These will update automatically if the relevant information is updated in the Linked Agreement
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Table 4: Security Requirements

Security of Transmission, Storage etc	Shall ensure that they have appropriate technical and organizational measures to protect against and report a Personal Data breach, appropriate to the harm that might result from such Personal Data breach, having regard to the state of technological development and the cost of implementing any measures. The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement. The Parties must agree a change.
--	---

Part 3: Commercial Clauses

Commercial Clauses	The data importer has the Controller's general authorisation for the engagement of Sub-processor(s) from an agreed list, these being as specified in the Order. The data importer shall specifically inform the Controller in writing of any intended changes to that list through the addition or replacement of Sub-processors at least 30 days in advance, thereby giving the Controller sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the Controller with the information necessary to enable the Controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the Sub-processor(s).
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INTERNATIONAL DATA TRANSFER AGREEMENT ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

As per Standard Data Protection Clauses issued by the Commissioner, VERSION B1.0, in force 21 March 2022, as amended, but with the following details completed.

Part 1: Tables

Table 1: Parties

Start date	Same as date of last signature of the Order	
The Parties	Exporter - As per Order for Client	Importer - As per Order for Provider
Signatures	By acting in accordance with the Order, party is deemed to have signed this	By acting in accordance with the Order, party is deemed to have signed this

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions brought into effect for the purposes of this Addendum:
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Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)
2	Controller to Processor	Shall not apply	Shall not apply	Option 2 to apply	30 days

Table 3: Appendix Information

Annex 1B: Description of Transfer:	As per DPS, Schedule 2
Annex II: Technical and organisational measures:	Shall ensure that they have appropriate technical and organizational measures to protect against and report a Personal Data breach, appropriate to the harm that might result from such Personal Data breach, having regard to the state of technological development and the cost of implementing any measures.
Annex III: List of Sub processors:	The data importer has the Controller's general authorisation for the engagement of Sub-processor(s) from an agreed list, these being as specified in the Order. The data importer shall specifically inform the Controller in writing of any intended changes to that list through the addition or replacement of Sub-processors at least 30 days in advance, thereby giving the Controller sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the Controller with the information necessary to enable the Controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the Sub-processor(s).

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: neither Party
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STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS

As per the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as amended, but with (i) MODULE TWO: TRANSFER CONTROLLER TO PROCESSOR to apply, with the following details completed.

ANNEX I

A. LIST OF PARTIES

	Data exporter(s) - As per the Order for Client	Data importer(s) - As per the Order for Provider
Activities relevant to the data transferred:	As per DPS, Schedule 2	As per DPS, Schedule 2
Signature and date:	By acting in accordance with the Order, party is deemed to have signed this	By acting in accordance with the Order, party is deemed to have signed this
Role (controller/processor):	Controller	Processor

B. DESCRIPTION OF TRANSFER

As per DPS, Schedule 2

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority in accordance with Clause 13	For the purposes of Annex I.C: If data exporter is established in an EU Member State, the supervisory authority with territorial jurisdiction over data exporter shall be the competent supervisory authority If data exporter is not established in an EU Member State, but has appointed a representative, the supervisory authority of the Member State in which the representative is established shall act as competent supervisory authority
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	If data exporter is not established in an EU Member State and there is no need to appoint a representative, the Irish Data Protection Commission shall act as competent supervisory authority. Where Controller is established in the United Kingdom, the Information Commissioner's Office shall act as competent supervisory authority
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ANNEX II
TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of the data importer(s)	Shall ensure that they have appropriate technical and organizational measures to protect against and report a Personal Data breach, appropriate to the harm that might result from such Personal Data breach, having regard to the state of technological development and the cost of implementing any measures.
Measures for transfers to (sub-) processors	Shall ensure that they have appropriate technical and organizational measures to protect against and report a Personal Data breach, appropriate to the harm that might result from such Personal Data breach, having regard to the state of technological development and the cost of implementing any measures.

ANNEX III
LIST OF SUB-PROCESSORS

The data importer has the Controller's general authorisation for the engagement of Sub-processor(s) from an agreed list, these being as specified in the Order. The data importer shall specifically inform the Controller in writing of any intended changes to that list through the addition or replacement of Sub-processors at least 30 days in advance, thereby giving the Controller sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the Controller with the information necessary to enable the Controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the Sub-processor(s).

and

For the purposes of the various options as per the Standard Contractual Clauses, the following shall apply:

Clause 17 (Governing Law)	Option 2 will apply, and the Standard Contractual Clauses will be governed by the laws of the Order provided that law is an EU Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply.
Clause 18 (Choice of forum and jurisdiction)	"b) The Parties agree that the courts as per the relevant law in the Order shall apply.

DPS. SCHEDULE 4 – LIST OF SUB-PROCESSORS

The data importer has the Controller's general authorisation for the engagement of Sub-processor(s) from an agreed list, these being as specified in the Order. The data importer shall specifically inform the Controller in writing of any intended changes to that list through the addition or replacement of Sub-processors at least 30 days in advance, thereby giving the Controller sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the Controller with the information necessary to enable the Controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the Sub-processor(s).

End



RLDatix

STANDARD SUPPORT PLAN

Version 4.0

CONTENTS

1	Welcome to the RLDatix Standard Support Plan	4
2	Definition of Support	4
3	Definition of Installation Types	4
4	Named Users Permitted to Contact RLDatix Support	4
5	Supported Versions & Environments	5
6	Updates & Maintenance	5
7	Services Included in the Standard Support Plan	6
8	Additional Services Available for Purchase	6
9	Exclusions	7
10	Customer Responsibilities	8
11	Contacting RLDatix Support	9
11.1	Types of Issues	9
11.2	Reproducing Issues	9
11.3	Hours of Support	10
11.4	Contacting by Telephone	11
11.5	Submitting a Ticket	12
12	Service Levels	12
13	Product Ideas & Suggestions	14
14	Virtual Environment for On-Premise Installation	14
15	Escalation Procedure	15
16	What if My Fees are in Arrears?	15
17	Changes to Standard Support Plan	15

Version Control

Version	Date	Notes
1.0	May 1, 2021	
2.0	June 2024	Reviewed and Updated
3.0	February 2025	Reviewed and Updated
4.0	October 2025	Reviewed and Updated

1 Introduction | the RLDatix Standard Support Plan

The following document is intended to outline the scope of support services once a customer's software is live and fully operational (post-implementation), provided the customer's account is in good standing.

In addition, this document will support the customer's named users in effectively accessing RLDatix support and will reflect the service levels that form part of the contract between the customer and RLDatix.

RLDatix is not obligated to provide support for issues caused by users of the software that is not in accordance with the specifications and/or the terms of this Plan.

2 Definition of Support

Support is defined as application support, technical support, cloud engineering support or break/fix services that typically include remote troubleshooting and basic usability assistance.

3 Definition of Installation Types

This plan covers the following types of installation of RLDatix software:

On-premises: Refers to a customer that has installed the RLDatix software within their own data center, on their own servers. The customer's IT is responsible for all maintenance of their hardware, environments, and other systems necessary to run the RLDatix software.

Managed Hosted: Refers to a customer with an instance of their software Managed Hosted in the RLDatix data center. RLDatix is responsible for the maintenance of the software and environment. Customer IT is still required to maintain systems and technologies in the customer environment that interface with the RLDatix software.

SaaS: Software as a Service (SaaS) refers to a customer Managed Hosted in a cloud environment where RLDatix is responsible for the maintenance of the software and environment. Customer IT is still required to maintain systems and technologies in the customer environment that interface with the RLDatix software and environment.

4 Named Users Permitted to Contact RLDatix Support

Named users are those people that are permitted to contact RLDatix Support by phone or ticketing for assistance.

- For customers using RLDatix products where system administration is designated by a license type, the number of named users will equal the number of system administration licenses purchased.
- For customers using RLDatix products where system administration is based on permissions and not associated with a license type, the customer may designate up to two (2) named users per site

Customers may also designate up to five (5) named IT users in addition to those referenced above.

Customers must ensure that all agreed Named Users are adequately trained in the use and operation of the Software.

Front-line staff should use the customer's own internal Help Desk support mechanism.

Named users are required to set up access to the RLDatix Support Portal and to also maintain their user profiles. Named users will receive confirmation of their Support Portal login credentials within three (3) business days.

5 Supported Versions & Environments

On-Premises & Managed Hosted Customers: RLDatix will provide support for the current version and version(s) within twelve months of release of the current version, which may be amended from time to time.

SaaS Customers: RLDatix will provide support for the current SaaS version on each release channel, which may be amended from time to time.

6 Updates & Maintenance

On-Premises Customers: Customers with an on-premises installation are responsible for performing their own software updates at least annually. If a customer is not able to self-update, they are responsible for submitting a ticket with RLDatix Support to plan a software update on an annual basis.

Managed Hosted Customers: Customers with Managed Hosted installations are responsible for submitting a ticket to RLDatix Support once a year to plan a software update at a mutually-agreed-upon time. RLDatix recommends that tickets are submitted at least two (2) months in advance to ensure that there are no conflicts scheduling for the desired date.

SaaS Customers: Planned maintenance requiring read-only mode or downtime is scheduled and announced in advance; maintenance is typically performed during off hours as much as possible to minimize disruption.

7 Services Included in the Standard Support Plan

The following services are included in the Standard Support Plan:

1. Remote and online support to named users related to issues considered as incidents (errors), questions and service requests. This also includes access to real-time updates for any planned or unplanned downtime for SaaS customers
2. Access by named users to online support resources available via the Support Portal including:
 - a. Tickets for reporting and tracking support inquiries
 - b. Knowledge base for common and known support and troubleshooting guidance
 - c. Education for access to current materials, guides, lessons, and recorded videos
3. Access to the RLDatix HUB Community to connect with other customers for the purposes of collaboration and knowledge-sharing.
4. Access to content, such as case studies, webinars, resource libraries and whitepapers on industry topics
5. Access to new software versions and related orientation materials and/or new release orientation webinars
6. Support of interfaces, lookups and integrations purchased from RLDatix
7. Exclusive opportunities to participate in RLDatix-sponsored events, such as user groups, webinars, and tradeshow receptions (registration fees may apply)
8. Product idea/suggestion submission and voting. Other requests for service that are deemed to be within the scope of the Standard Support Plan by RLDatix, as outlined in a regional services catalogue, where applicable

RLDatix reserves the right to monitor a customer's support usage by tracking the amount of time RLDatix resources spend responding to tickets, addressing questions or inquiries, and assisting the customer. Where that usage is out of scope, RLDatix reserves the right to propose alternative service options to address the customer's needs, including potential adjustments to fees.

8 Additional Services Available for Purchase

Additional services are offered outside of the Standard Support Plan. Services can be requested by submitting a support ticket via the Support Portal. Services outside of the scope of the Support agreement (with standard services listed in Section 7 above) will require additional scoping and purchase.

9 Exclusions

All Customers:

1. **Correction of errors caused by:**

- a. Operation of the software in a manner other than that currently specified by RLDatix
 - b. Modification, revision, variation, translation, or alteration of the software not permitted by RLDatix
 - c. Operation of the software in a browser or on a workstation that does not meet the technical specifications for the applicable software version
 - d. User workstation hardware fault or operating system malfunction
 - e. Mobile device or hardware fault or operating system malfunction
 - f. Operation of the software on an unsupported version at the time of the defect.
 - g. Use of the software by a person not permitted by RLDatix
 - h. Support for use of computer programs other than the RLDatix software
 - i. Failure of the customer to provide suitably qualified and adequately trained operating and programming staff for the software's operation
 - j. Modifications to the database structure or direct activities within the database (all environments)
 - k. Customer's failure to comply with this plan
 - l. Errors or defects that are the subject of a warranty under another agreement
2. Maintenance of customer equipment or hardware
 3. Diagnosis or rectification of faults not associated with the software
 4. Furnishing or maintenance of accessories, attachments, supplies, consumables, or associated items, whether manufactured or distributed by RLDatix
 5. Completion of customer-specific documents, such as vendor security questionnaires required after purchase; RLDatix provides a standard security assessment reference document that a customer can use to support and complete their unique questionnaire
 6. Development of custom database queries and triggers
 7. If an error is confirmed to be due to any of the above factors (or another act of commission or omission of the customer), RLDatix reserves the right to deny support and/or bill the customer at the then-current hourly rate for all time, effort and materials expended on identifying, investigating and troubleshooting the error
 8. Support, monitoring, diagnosis, quality, security or rectification of data or data feed provided to RLDatix by the customer or the customer's third party vendor.

On-premises Customers:

1. Correction of errors caused by:
 - a. Operation of the software in an on-premises hosting environment that does not meet the technical specifications for the applicable software version
 - b. Hosting infrastructure hardware fault or operating system malfunction
 - c. Unique customer-specific vendor access requirements, such as training of RLDatix resources, reapplying for access, frequent requirements for resetting of accounts, etc. (customers will need to declare their unique requirements and RLDatix will assess if they are acceptable within the scope of support services)

10 Customer Responsibilities

All Customers:

As a partner in supporting the RLDatix software, the customer is responsible for the following:

1. Compliance with the Standard Support Plan
2. Designating key personnel who will act as the named users to access RLDatix Support and maintaining profiles via the RLDatix Support Portal to ensure that RLDatix has current information on named users
3. Setting up an internal “Help Desk” support mechanism with trained, skilled, and available resource(s) to support end users with everyday questions, conduct initial investigation and complete thorough troubleshooting before referring an issue to RLDatix Support; Help Desk responsibilities include (but are not limited to):
 - a. User set up and management; user login issues; resetting passwords
 - b. User desktop support, including email and printing issues; PC related issues & logs; install/re-install of OS and software links
 - c. Browser issues related to security settings, compatibility and other advanced settings, user rights, security zones, group policies, phishing filters, Active X control permissions, profiles, etc.
 - d. Anti-virus issues
 - e. Troubleshooting related to interface performance
 - f. Performing internal QA testing as per internal policies and procedures
 - g. Troubleshooting related to end-user mobile devices or hardware
 - h. User membership to active directory groups
 - i. LDAP server/domain login issues
 - j. Maintaining approved network bandwidth/throughput and connectivity

4. Actively participating in the RLDatix support process by:

- a. Reporting the necessary facts and information via the RLDatix support ticketing system, including steps taken to reproduce the issue and supporting materials.
 - i. It is the customer's responsibility to ensure that no PHI is provided to RLDatix via tickets or email
 - ii. Should PHI need to be provided for the purposes of rendering support, a secure transfer protocol will be established for the transmission of the data
 - b. Taking timely action on recommendations provided by RLDatix, as well as responding to communications from RLDatix in a timely fashion
 - c. Coordinating internal resources and arranging timely access to the necessary internal business contacts or qualified IT contacts with appropriate system rights for further information gathering and joint troubleshooting, when necessary
5. Having an established process to provide internal software orientation and training to new hires or replacements, including key roles such as the System Administrator
 6. Informing RLDatix Support when the customer's security has been materially compromised so that RLDatix does not risk exposure to viruses and other security issues
 7. Assuming any associated costs related to unique software, hardware or licensing that is required in the customer's environment
 8. Establishment and compliance to internal change management process to ensure necessary notifications, approvals and tracking occurs to avoid delays in RLDatix performing its duties due to change management oversights on the customer's end
 9. Arranging, attending, and facilitating any meetings or calls between RLDatix and other 3rd parties, such as other vendors, reporting bodies, etc.

On-Premises Customers:

1. **In addition to the "All Customer" points, an On-Premises customer is responsible for the following:**
 - a. Staying current with the supported software version as outlined in Section 5 and the applicable RLDatix specifications. This includes applying software updates at least annually or submitting tickets through the RLDatix Support Portal to coordinate an update if unable to self-update
 - b. Providing remote access through a secure, vendor-privileged access management platform (e.g., SecureLink or comparable alternative); this includes access to all environments and necessary systems for the purposes of rendering assistance
 - c. Assuming any associated vendor access costs if the customer cannot use an RLDatix-approved access method

Managed Hosted Customers:

1. **In addition to the “All Customer” points, a Managed Hosted customer is responsible for the following:**
 - a. Staying current with the supported software version as outlined in Section 5 and the applicable RLDatix specifications. This includes submitting a ticket to RLDatix at least annually to plan a software update. Tickets should be submitted at least 2 months in advance of the desired project start date to ensure scheduling of the desired update dates

11 Contacting RLDatix Support

1. **An issue is considered received by RLDatix when it is:**
 - a. Reported by ticket via the Support Portal (for all severity* levels)
 - b. For severity* level 1, reported by phone to the RLDatix-designated support line (verbally or by voice mail)

11.1 Types of Issues

Customers may contact RLDatix for assistance with any of the following types of issues:

- **Report a system issue:** An error related to a software’s technical functionality, which may/may not be due to a defect
- **Have a question:** An inquiry on how to use specific features of the software or how to perform aspecific function
- **Make a request:** A request for assistance related to configuration or services rendered by RLDatix. Depending on the nature of the request, assistance may or may not be within the scope of support services; requests beyond the scope of support may require additional scoping and purchase
- **Customer portal access:** Request access for self or a colleague to access the Support Portal

11.2 Reproducing Issues

At the time of contact, the Customer shall describe the nature of the issue and provide sufficient details of the circumstances surrounding its occurrence, at RL Datix's discretion, for RLDatix to be able to reproduce the issue and commence troubleshooting and remediation efforts.

RLDatix must be able to reproduce issues to resolve them. The Customer agrees to cooperate and work closely with RLDatix to reproduce issues, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate.

11.3 Hours of Support

RLDatix Support is available on business days (excluding regional holidays), as outlined below. Business days are defined as Monday to Friday, except for the MEA region, where Business Days are defined as Sunday to Thursday.

Region	Product	Hours	Time Zone
North America	All Products	8:00 AM – 8:00 PM	North American Eastern Time
UK&I	DatixWeb/DCIQ	8:30 AM – 5:00 PM	Greenwich Mean Time
	All Remaining Products	8:00 AM – 8:00 PM	Greenwich Mean Time
SWEDEN & NORWAY	Optima	9:00 AM – 5:00 PM	Central European Time
	TimeCare	9:00 AM – 5:00 PM	Central European Time
GERMANY	Optima	9:00 AM – 6:00 PM	Central European Time
APAC	RL6 (Australia/New Zealand)	9:00 AM – 5:00 PM	New Zealand Time
	RMI/DCIQ	8:00 AM – 6:00 PM	Australian Eastern Time
	Workforce	8:00 AM – 6:00 PM	Australian Eastern Time
MEA	All Products	8:00 AM – 5:00 PM	Saudi Time, Sunday to Thursday

11.4 Contacting by Telephone

For severity* level 1 issues only, users are required to call RLDatix Support directly by phone. Telephone numbers for RLDatix Support are listed below by region and product.

Region	Product	Contact Number
North America	intelligentcontract	856-452-4250
	PolicyMedical	888-697-6331
	PolicyStat	877-988-7828 or 317-644-1296
	Workforce Management (Optima, Loop, SafeCare)	908-450-9331
	All Other Products	877-201-4847
GB (UK&I)	All Products	44 0800 358 9493 +44 02033180689
IR	All Products	+353 1800 353 180
SWEDEN & NORWAY	Workforce (Optima & TimeCare)	+46850551805
GERMANY	Optima & Breitenbach	0292497009600
APAC	All Products	T: +61 (0) 391 257 670 (Outside Australia) 1800 018 984 (Within Australia)
MEA	All Products	+966 11 246 7126

Customers may be prompted to leave a voice message on the designated support line if resources are unavailable. A voice message left on the designated support line for severity* level 1 falls within the service level. Messages are retrieved regularly and will be triaged and processed by the next available support representative in the order in which they were received.

Customers should not leave voicemail messages for RLDatix Support staff on their individual phone extensions, nor send emails to individual email addresses.

11.5 Submitting a Ticket

For severity* level 2-4 issues, users are required to contact RLDatix Support by submitting a support ticket via the RLDatix Support Portal. Tickets will be assigned a unique tracking number, and they are automatically routed to the applicable RLDatix Support team for response.

The benefits of submitting a ticket via the RLDatix Support Portal include:

- Facilitated communication between the customer and RLDatix support staff while the issue is addressed
- Central documentation of the issue, including attachments and subsequent communication within the ticket
- Time stamps for all activities to track status and timeliness of resolution
- Streamlined routing of the ticket to an available RLDatix resource
- On-demand access to ticket status and post notes
- Ensured communication; tickets are not lost in individual email inboxes and via voicemail

Note: Any requests received outside of business hours shall be considered as received at the start of the next business day.

12 Service Expectations

RLDatix offers the following service levels and will use commercially reasonable efforts to resolve a reproducible issue in a timely manner.

Actual resolution time will depend on the nature of the ticket and the resolution steps.

A resolution may consist of any of the following:

- Solution to the issue so that the software is functional
- Fix within the permitted scope of support services
- Workaround that achieves the intended result
- Temporary fix compatible to the version, if deemed possible by RLDatix
- Update of software by customer or RLDatix, depending on the type of installation
- Confirmation that the software is performing as designed with no further action by RLDatix
- Instruction to customers if the issue is caused by a condition within the customer's control
- Confirmation of issue and referral to RLDatix Product Team for future release

RLDatix uses three metrics for determining the order in which Incidents are processed.

- Impact: the effect an Incident has on business
- Urgency: The extent to which the Incident's resolution can bear delay
- Severity*: How quickly the service desk should address the Incident

Severity* is dependent on impact and urgency. Users will be asked the impact and urgency of the incident, and the severity* will be assigned based on the criteria detailed below. Final determination of Severity* level shall be at the sole discretion of RLDatix.

Incident Severity*		Urgency		
		Low: Work that cannot be completed by users is not time sensitive	Medium: Work that cannot be completed by staff is marginally time sensitive	High: Work that cannot be completed by users is highly time sensitive
Impact	Minor: A minimal number of users are affected and are able to deliver an acceptable service (but this may require extra effort)	4 - Low	4 - Low	3 - Medium
	Moderate: A moderate number of users are affected or are not able to do their job properly	3 - Medium	3 - Medium	2 - High
	Significant: A large number of users are affected and are acutely disadvantaged in some way	2 - High	2 - High	1 - Urgent

Severity*	Definition	Target initial response time
1/Urgent	Production system is inoperable affecting all users and/or data integrity is compromised	Within 1 business hour of receipt of reported issue by phone
2/High	Production system is operable with a major component malfunctioning that affects all users	Within 1 business hour of receipt of reported issue by phone or ticket raised via RLDatix Support Portal
3/Normal	Production system is operable with a minor/isolated component malfunctioning that affects a subset of users	Within 1 business Day of receipt of reported issue by phone or ticket raised via RLDatix Support Portal
4/Low	Production system is operable with a minor/isolated component malfunctioning that affects a single user, or where issue is cosmetic in nature	Within 1 business Day of receipt of reported issue by phone or ticket raised via RLDatix Support Portal

*For the purposes of this plan, Severity is synonymous with Priority; this may be outlined in applicable customer contracts.

13 Product Ideas & Suggestions

Product ideas and suggestions may be submitted via the AHA Ideas Portal and are not covered under the service levels.

All ideas and suggestions are considered by RL Datix's Product Management team, considering overall benefit to the software, value to RL Datix's broader customer base, feasibility of the ideas and estimated costs. RLDatix does not guarantee an individual customer's request for change will be incorporated into the standard product. Communication and response to product ideas and suggestions will occur via the AHA Ideas Portal.

14 Virtual Environment for On-Premises Installation

For customers with an On-Premises installation, if issues are detected with the software functionality and confirmed by RLDatix to be related to the virtual environment, it is the customer's responsibility to identify and change the configuration of their virtual environment until the issue is resolved. This may require moving the virtual environment onto a different host if the existing one is not able to accommodate the necessary changes. RLDatix assumes that the customer has in-house expertise for virtual server administration.

If despite all reasonable efforts, the software still does not function properly, it is the customer's responsibility to contact the vendor of the virtual software in which the RLDatix product(s) are being Managed Hosted for support and help with issue resolution.

RLDatix reserves the right to request that the software be moved to a hardware standalone server(s) as a part of the efforts to troubleshoot the software problem. If the issue cannot be reproduced in the hardware standalone server(s) configuration and cannot be resolved in the virtual environment, the customer should be prepared to abandon the virtual environment and use the software in the standalone hardware server(s) configuration.

15 Escalation Procedure

If a customer feels their support expectations have not been met, they may escalate their concern to a manager. Escalations will receive prompt attention and management focus. If the customer's expectations are still not met, then the concern can be further escalated to a member of the RLDatix Executive Leadership Team.

16 What if my Fees are in Arrears?

If a customer contacts RLDatix for support and their account is not in good standing, the customer will be directed to the RLDatix Finance team.

RLDatix Finance reserves the right to suspend all services for accounts that are not in good standing. This includes suspension of support services for both technical and non-technical issues, delivery of software fixes/updates, and all other services related to training, consultation, implementation, and Support Plans.

17 Changes to Standard Support Plan

RLDatix reviews and updates its Standard Support Plan annually (at minimum) to reflect relevant company changes at its sole discretion. The most current version of the Standard Support Plan will be posted electronically (see Terms) as follows:

North America: www.rldatix.com/en-nam/msa/ **UK &**

Ireland: www.rldatix.com/en-uki/terms/ **Asia Pacific:**

www.rld.rldatix.com/en_apac/terms/

Middle East & Africa: www.rld.rldatix.com/en-mea/terms/

Section 4

These Flexiroute General Terms and Conditions relate to the provision of legacy 365 Response Limited products/services only

Flexiroute General Terms and Conditions

THE SOFTWARE – “FLEXIRoute” AND “ALLOCATE TRANSPORT MARKETPLACE”

Flexiroute is an on-line web-based route planning & scheduling solution software.

ON-GOING SUPPORT

Support will be provided via on-line help documentation, telephone, email and via a Support Ticket Management System. Core hour support: Mon – Fri 09:00 – 17:00 GMT.

DATA

The use of customer data is strictly limited to it being used within the Flexiroute system for the purposes of transport scheduling and to act as a data repository for access by authorised staff with the necessary login credentials for the Flexiroute system. Allocate will not release or reveal any confidential customer data to any third parties unless under the specific instruction of the Customer.

Upon termination or expiry of any contract period, Allocate would remove and delete any customer data from the database servers and if required, upon payment of a service fee, would supply the Customer with a data export in Excel format.

Allocate are registered with the ICO as a Data Controller with regards to data protection and freedom of information.

BACKUPS

Azure online back-up solution automatically encrypts and replicates your data in one of the world's most secure data centres, where it is safely stored on resilient servers.

HARDWARE / SOFTWARE REQUIREMENTS

Access to the system requires the use of an Internet connected device.

It is recommended that for system operators, a wide screen monitor set to a minimum 1280 pixels horizontal resolution should be used to prevent horizontal scrolling being required.

The system is optimised for the Mozilla Firefox browser, but any modern browser such as Internet Explorer Version 9 and upwards, Google Chrome or Safari, can be used. It is always recommended to use the latest version of any browser being used.

Other Software Requirements

Adobe PDF Reader (or similar)

Microsoft Word & Microsoft Excel 2003 (upwards)

CONTRACT TERMS & CONDITIONS

1. Application

1.1 These Terms and Conditions shall apply to the provision of Services (Licensed software and hosting of Flexiroute software).

1.2 Not used.

1.3 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), then this shall revert to an agreed arbitration process.

2. Definitions

2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Bribery Act” Bribery Act: The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

“Business Day” Monday to Friday 09:00 to 17:00. Allocate will be closed for business during all UK public holidays – however, emergency contact will be made available.

“Commencement Date” Term Start Date as defined in the Order Form

“Commercially Sensitive Information” Commercially Sensitive Information: the information of a commercially sensitive nature relating to Allocate, its intellectual property rights or its business or which Allocate has indicated to the Customer that, if disclosed by the Customer, would cause Allocate significant commercial disadvantage or material financial loss.

“Confidential Information” Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services who need to know the confidential information in question (Representatives) to the other party and that party's Representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

“Contract” By virtue of using the Flexiroute software the Customer has accepted these Contract Terms & Conditions

“Controller” Takes the meaning given in the Data Protection Legislation.

“Data Loss Event” Any event that results, or may result, in unauthorised access to Personal Data held by Allocate under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

“Data Processor” Takes the meaning given in the Data Protection Legislation.

“Data Protection Impact Assessment” An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” Data Protection Legislation means:

- i) all applicable Law about the processing of personal data and privacy; and
- ii) The UK GDPR and Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and

iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the Data Protection Act 2018.

“Data Subject” Takes the meaning given in the Data Protection Legislation.

“EIRs” EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Fees” As set out in the Order Form.

“FOIA” FOIA: The Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“GDPR” The General Data Protection Regulation (Regulation (EU) 2016/679).

“Information” Information: has the meaning given under section 84 of FOIA.

“Intellectual Property” Intellectual Property: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

“Personal Data” Takes the meaning given in the Data Protection Legislation.

“Personal Data Breach” Takes the meaning given in the Data Protection Legislation.

“Processor” Takes the meaning given in the Data Protection Legislation.

“Product” The licensed Flexiroute software to be provided by Allocate to the Customer as demonstrated during online and/or on-site demonstrations of the software. This license also includes any additional modules purchased by the Customer, e.g. Planroute, Trackroute, Meals on Wheels, Shopmobility and Community Care.

“Prohibited Act” Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation or common law concerning fraudulent acts;

(iii) defrauding, attempting to defraud or conspiring to defraud the Customer.

(d) any activity, practice or conduct which would constitute one of the offences listed under (c), if such activity, practice or conduct had been carried out in the UK.

“Protective Measures” Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

“Request for Information” Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

“Services” The hosting services to be provided by Allocate to the Customer identified in the Quotation Letter and as demonstrated during online and/or on-site demonstrations of the software

“Subprocessor” Any third party appointed to process Personal Data on behalf of Allocate under this Agreement.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. The Service

3.1 With effect from the Commencement Date, Allocate shall, in consideration of the Fees being paid in accordance with the Terms of Payment provide the Services expressly identified or otherwise agreed in writing under this agreement.

3.2 Allocate will use reasonable care and skill to perform the Services identified online and on-site demonstrations of the software, agreed under this agreement.

3.3 Any bug fixes/enhancements or new releases of the software will be made available to the Customer upon release. Any additional customizations requested by the Customer will be chargeable at the agreed daily rate.

4. Price

4.1 The Customer agrees to pay the Fees in accordance with the terms of payment.

4.2 The Customer will pay Allocate for any additional services provided by Allocate that are not included in the standard product in accordance with Allocate's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed plus reasonable expenses/disbursements.

5. Terms of Payment

5.1 All payments are required to be made pursuant to this Agreement by the Customer and shall be made as cleared funds 7 days prior to the Commencement Date and in accordance with clause 5.3 and/or 5.4. All payments are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice. Allocate shall indemnify the Customer against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Customer at any time in respect of Allocate's failure to account for, or to pay, any VAT relating to payments made to Allocate under this agreement.

5.2 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment 7 days prior to the Commencement date in respect of the price or any other sum due under these terms

and conditions then, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.3 Fees

The Fees payable are outlined within the Order Form

5.4 All fees are payable in advance before release of the system. All prices exclude VAT.

6. Variation and amendments

6.1 If the Customer wishes to vary any details of the Product, it must notify Allocate in writing as soon as possible. Allocate shall endeavour to make any required changes, advise the Customer of any additional costs and once agreed, these shall be invoiced to the Customer.

6.2 If, due to circumstances beyond Allocate's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer forthwith. Allocate shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances.

7. Duration and Termination

7.1 This contract shall commence on the Commencement Date and continue for the Initial Term of 36 months from date of the contract.

7.2 The Customer shall have the right to terminate this Agreement on expiry of the Initial Term (36 months) or at the end of every 12-month period following the expiry of the Initial Term. If the Customer intends to exercise its right to terminate this Agreement under this clause it shall do so by giving written notice to such effect to ALLOCATE no less than 3 months prior to the expiry of either the Initial Term or the relevant 12-month period thereafter. If 3-months' notice is not provided, the Customer is liable for the remainder of either the initial term or the relevant 12-month period.

7.3 Allocate or Customer may terminate the agreement forthwith if:

7.3.1 The Customer or Supplier is in breach of any of its obligations hereunder; or

7.3.2 The Customer or Supplier has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or

7.3.3 The Customer or Supplier has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or

7.3.4 The Customer or Supplier ceases to carry on business

8. Prevention of Bribery

8.1 Allocate represents and warrants that neither it, nor to the best of its knowledge any of its employees, contractors, agents, consultants, partners or other servants of Allocate involved in the provision of the Agreement, have at any time prior to the Commencement Date:

- a. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

- b. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

8.2 Allocate shall not during the term of this Agreement:

- a. commit a Prohibited Act; and/or
- b. do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

8.3 Allocate shall during the term of this Agreement:

- a. establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- b. keep appropriate records of its compliance with its obligations under 8.3(a) and make such records available to the Customer on request.

8.4 Allocate shall immediately notify the Customer in writing if it becomes aware of any breach of clause 8.1 and/or clause 8.2, or has reason to believe that it has or any of the its personnel have:

- a. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- b. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- c. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.

8.5 If Allocate makes a notification to the Customer pursuant to clause 8.4, Allocate shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation.

8.6 If Allocate is in default under clause 8.1 and/or clause 8.2, the Customer may by notice:

- a. require Allocate to remove from performance of this agreement any of its personnel whose acts or omissions have caused the default; or
- b. immediately terminate this Agreement.

9. Audit

9.1 Allocate shall keep at its normal place of business detailed, accurate and up-to-date records relating to the processing of the Customer's data (including Personal Data) by Allocate and to the measures taken under clause 15, including the permissions and controls of the Personal Data, and books of account (Records).

9.2 Allocate shall permit the Customer and its authorised representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 9, to:

- a. gain access to, and take copies of, the Records and any other information held at Allocate's premises or on the premises of Allocate's hosting service provider; and

b. inspect all Records, documents and electronic data and Allocate's system and facilities and equipment, for the purpose of auditing Allocate's compliance with its obligations under this Agreement. Such audit rights may be exercised only once in any calendar year during the term of this Agreement and Allocate shall give all necessary assistance to the conduct of such audits.

9.3 Audit access by any third-party representative of the Customer shall be subject to such representative agreeing confidentiality obligations equivalent to those in clause 12 in respect of the information obtained, provided that all information obtained may be disclosed to the Customer.

10. Sub-Contracting

10.1 Either party may not sub-contract the performance of any of its obligations under this Agreement without the prior written consent of the other party. Where either party sub-contracts the performance of any of its obligations under this Agreement to any person with the prior consent of the other party, that party shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of the party itself and it shall cause a term to be included in such a sub-contract that requires payment to be made of undisputed sums by Allocate to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

10.2 The Customer shall be entitled to novate the agreement to any other body which substantially performs any of the functions that previously had been performed by the Customer.

11. Liability

11.1 Except in respect of death or personal injury caused by Allocate's negligence, Allocate will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Allocate's servants or agents or otherwise) in connection with the performance of this contract or with the use by the Customer of the Services supplied.

12. Confidentiality & Non-Disclosure

12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

treat the other party's Confidential Information as confidential and safeguard it accordingly; and not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

12.2 Clause 12.1 shall not apply to the extent that:

- such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations (EIRs);
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- such information was obtained from a third party without obligation of confidentiality;
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- it is independently developed without access to the other party's Confidential Information.

12.3 Allocate may only disclose the Customer's Confidential Information to Allocate personnel who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Supplier personnel are aware of and shall comply with these obligations as to confidentiality.

12.4 Allocate shall not, and shall procure that Allocate personnel do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Agreement.

12.5 At the written request of the Customer, Allocate shall procure that those members of Allocate personnel identified in the Customer's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Agreement.

12.6 Nothing in this Agreement shall prevent the Customer from disclosing Allocate's Confidential Information:

- to any Crown body or any other contracting authority. All Crown bodies or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting authority;
- to any consultant, Supplier or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;
- for the purpose of the examination and certification of the Customer's accounts; or
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

12.7 The Customer shall use all reasonable endeavours to ensure that any government body, contracting authority, employee, third party or Sub-contractor to whom Allocate's Confidential Information is disclosed pursuant to clause 12.6 is made aware of the Customer's obligations of confidentiality.

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property

Force Majeure

12.9 Neither Allocate nor the Customer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

12.10 Act of God, explosion, flood, tempest, fire or accident;

12.11 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.12 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

12.13 Import or export regulations or embargoes;

12.14 Strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either Allocate or the Customer or of a third party);

12.15 Difficulties in obtaining raw materials, labour, fuel, part or machinery;

12.16 Power failure or breakdown in machinery.

13. Freedom of Information

13.1 Allocate acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. Allocate shall:

- provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
- transfer to the Customer all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;
- provide the Customer with a copy of all Information belonging to the Customer requested in the Request For Information which is in its possession or control in the form that the Customer requires within 5 Business Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- not respond directly to a Request For Information unless authorised in writing to do so by the Customer

13.2 Allocate acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from Allocate. The Customer shall take reasonable steps to notify Allocate of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

14. Waiver

14.1 No waiver by Allocate of any breach of these terms and conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.

14.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

15. Severance

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

16. Copyright

16.1 Allocate reserves all copyright, intellectual property rights and any other rights (if any) which may subsist in the products of, or in connection with, the provision of Allocate's Services or facilities. Allocate reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

16.2 Allocate shall indemnify the Customer against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Customer basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Customer's acts or omissions.

17. Insolvency & Escrow

17.1 In the event that Allocate ceases trading during the term of this agreement Allocate shall provide a backup dump of all data to the Customer. On request, Allocate shall subscribe the Customer into the existing Escrow agreement at NCC provided that all associated costs are paid by the Customer.

18. Data Protection

18.1 Allocate is fully committed to compliance with the requirements of the Data Protection Legislation. Allocate will therefore follow procedures which aim to ensure that all employees, contractors, agents, consultants, partners or other servants of Allocate who have access to any personal data held by or on behalf of Allocate, are fully aware of and abide by their duties under the Data Protection Legislation.

18.2 Not used.

18.3 Data Protection Legislation (GDPR)

a. The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and Allocate is the Processor.

b. Allocate will provide all reasonable assistance to the Customer to prepare any Data Protection Impact Assessment before commencing any processing (including provision of detailed information and assessments in relation to processing operations, risks and measures) and must notify the Customer immediately if it considers that the Customer's instructions infringe the Data Protection Legislation.

c. Allocate shall have in place Protective Measures, which may be reviewed and approved by the Customer as appropriate, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.

d. Allocate will ensure that Allocate Personnel only process Personal Data in accordance with this Agreement and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel with access to Personal Data, including by ensuring they:

- I. are aware of and comply with Allocate's obligations under this Clause;
- II. are subject to appropriate confidentiality undertakings with Allocate
- III. are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Customer or in accordance with this Agreement
- IV. are given training in the use, protection and handling of Personal Data.

e. Allocate will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and

I. the Customer or Allocate has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

II. the Data Subject has enforceable rights and effective legal remedies;

III. Allocate complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

IV. Allocate complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

- f. Allocate will delete or return Customer's Personal Data (including copies) if requested in writing by the Customer upon Termination or Expiry of this Agreement, unless required to retain the Personal Data by Law.
- g. Allocate will notify the Customer immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Customer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by the Customer.
- h. Allocate will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where Allocate employs fewer than 250 staff, unless:
 - I. the Customer determines that the processing is not occasional;
 - II. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - III. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- i. Before allowing any Subprocessor to process any Personal Data related to this Agreement, Allocate must obtain the prior written consent of the Customer and shall remain fully liable for the acts and omissions of any Subprocessor.
- j. The Customer may amend this Agreement on not less than 30 Working Days' notice to Allocate to ensure that it complies with any guidance issued by the Information Commissioner's Office.

18.4 Statement of policy

In order to operate efficiently, Allocate has to collect and use information about people with whom it works. These may include members of the public, current, past and prospective employees, Customers, customers and suppliers.

In addition, it may be required by law to collect and use information in order to comply with the requirements of local authorities, PTE's and other such businesses.

This personal information must be handled and dealt with properly however it is collected, recorded and used and whether it be on paper, in computer records or recorded by any other means and there are safeguards within the Data Protection Legislation to ensure this.

Allocate regards the lawful and correct treatment of personal information as very important to its successful operations and to maintaining confidence between those with whom it carries out business. Allocate must ensure that it treats personal information lawfully and correctly.

To this end Allocate fully endorses and adheres to the principles of Data Protection as set out in the Data Protection Legislation.

Any member of Allocate staff found to be non-compliant with this policy will be subject to disciplinary action.

18.5 Allocate shall (and shall procure that any of its employees, contractors, agents, consultants, partners or other servants of Allocate involved in the provision of the agreement shall):

- a. comply with any notification requirements under the Data Protection Legislation and both parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with the agreement.
- b. Allocate will notify the Customer immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or becomes aware of a Data Loss Event and will

provide the Customer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by the Customer.

c. Allocate will provide all reasonable assistance to the Customer to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures) and must notify the Customer immediately if it considers that the Customer's instructions infringe the Data Protection Legislation.

18.6 Notwithstanding the general obligation in clause 18.5, where Allocate is processing Personal Data as a Data Processor for the Customer, Allocate shall:

a. ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation; and

b. provide the Customer with such information as the Customer may reasonably require to satisfy itself that Allocate is complying with its obligations under the Data Protection Legislation;

c. promptly notify the Customer of any breach of the security measures required to be put in place pursuant to clause 18.6(a); and

d. ensure it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the Data Protection Legislation.

18.7 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

19. Notices and Service

19.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by pre-paid first class registered post or by email.

19.2 Any notice or information given by post in the manner provided by Clause 19.1 which is not returned to the sender as undelivered shall be deemed to have been given on the Second Business Day after the envelope containing was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

19.3 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be affected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to by the other party in writing from time to time.

20. Applicable Law and Jurisdiction

20.1 These terms and conditions shall be governed and construed in accordance with the laws of England and Wales.