



Consentric

End User License Agreement (EULA)

Terms of Use

EULA Terms

1. DEFINITIONS

1.1 The following definitions apply in this EULA.

Administrative Users: those employees, agents and contractors of the Customer who are authorised by the Customer and the Supplier to administer and use the Platform Service.

API: means the Platform's application programming interface.

App: means the version of the Platform available via the AppExchange.

AppExchange: means SDFC's online directory of applications that interoperate with the SFDC Services.

Customer: the person or business receiving the Service, as detailed in the Order or Subscription.

Customer Data: the data belonging to or relating to the Customer and Administrative Users, inputted or uploaded to the Platform by the Customer, Administrative Users, or the Supplier on the Customer's behalf, for the purpose of using the Platform Service or facilitating the Customer's use of the Service.

End User: any constituent body, organisation, or individual (other than the Customer or Administrative Users) who uses the Platform Service through the Customer, or under the Customer's direction or administration, and with the Customer's authorisation.

End User Data: all data, works and materials relating to an End User, including those: uploaded to or stored on the Platform by an End User; transmitted by the Platform at the instigation of an End User; supplied by an End User to the Supplier or the Customer for uploading to, transmission by or storage on the Platform; generated by the Platform as a result of the use of the Platform Service by an End User; or as held by the Customer.

Fair Use Policy: Means a maximum of 10 API calls per Customer per second and/or a maximum of 10 external machines connecting to the Service authenticating no more than 4 times each per hour.

Fees: the subscription fees payable by the Customer to the Supplier for the Log-ins, as set out in the Order or Subscription.

Log-ins: means the user log-in facilitated by the Customer pursuant to clause 2.1 which entitle End Users and Administrative Users to access and use the Service in accordance with this agreement.

Main Agreement: means either the Master Services Agreement entered into between the parties, the General Terms and Conditions attached to the Order, or the terms of the Subscription as applicable.

Order: means the order form for the Platform Service completed by the Customer, if applicable.

Platform: the 'Concentric' platform managed by the Supplier and used by the Supplier to provide the Service, either itself or via the App, including the application and database software for the Service, the system and server software used to provide the Service, and the computer hardware on which that application, database, system and server software is installed.

Platform Service: the subscription permissions service, including the Platform and the App (where applicable), provided by the Supplier to the Customer under this EULA, as more particularly described in the Order.

Platform Service Live Date: the date on which the Supplier issues Log-ins to the Customer.

Start Date: as detailed in the Order or Subscription.

Subscription: means the commercial and/or legal terms under which the Customer has signed up to use the service via the Auth0 Marketplace.

Term: as detailed in the Order or Subscription.

SFDC: means salesforce.com, inc.

SFDC Services: means the products or services made available by SFDC from time to time.

Supplier: MLD Global LTD

Support Services Policy: The Supplier's policy detailing the availability of the Platform Services and for providing support in relation to the Platform Services, as amended from time to time, the current version of which is set out in Schedule 1.

Term: means the Platform Service Term and any Renewal Term.

Test Environment: means the production grade test environment of the Platform Service.

Virus: anything or device (including any software, malware, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 This EULA sets out product specific terms relating to the Platform Service. The Main Agreement, Order or Subscription shall apply to this EULA. However, as the EULA is product specific, to the extent that any of the terms of this EULA contradict the terms of the Order or Subscription, this EULA shall prevail to the extent applicable to the Platform Service.
- 1.3 A Customer may subscribe to the Platform. The App is a version of the Platform available via Salesforce's AppExchange. The App and SFDC definitions will only apply to Customers who subscribe to the App.

2. LOG-INS

- 2.1 Subject to the Customer paying the Fees in accordance with clause 7, the restrictions set out in this Clause 2 and the other terms and conditions of this EULA, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the End Users and Administrative Users to use the Platform Service during the Term.
- 2.2 In relation to the End Users and Administrative Users, the Customer shall use reasonable endeavours to ensure that:
- (a) each End User or Administrative User will have its own Log-in and Log-ins shall not be shared or transferred;
 - (b) each End User and Administrative User shall keep a secure password for his use of the Platform Service, that such password shall be changed at reasonable intervals and that each End User and Administrative User shall keep his password confidential;
 - (c) the Platform Service is designed for users aged 13 or over and the Customer shall ensure End Users and Administrative Users are aware that use of the Platform Service by a child under the age of 13 shall only be permitted with parent or guardian consent.
- 2.3 The Customer shall not and shall use reasonable endeavours to procure that End Users shall not, during the course of its use of the Platform Service, access, store, distribute or transmit any Viruses, or any material that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

- (f) infringes the rights (including Intellectual Property Rights) of any third party; or
- (g) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier may suspend the Platform Service if this clause 2.3 is breached and reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's or End Users' access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

- (a) except to the extent expressly permitted under this EULA:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform Service in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform Service; or
- (b) access all or any part of the Platform Service in order to build a product or service which competes with the Platform Service; or
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform Service available to any third party except the End Users; or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Platform Service, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The Customer's use of the Platform Service is subject to the Fair Use Policy. If the Customer breaches the Fair Use Policy, the Supplier may, at its option: (i) charge the Customer for additional subscriptions for the Platform Service; (ii) temporarily restrict the Platform Service; or (iii) indefinitely suspend the Platform Service for any persistent breach of the Fair Use Policy. The Supplier shall not be liable for any claims, costs and/or expenses arising out of such suspension or termination.

3. ADMINISTRATIVE USER AND END USER SET UP

3.1 On request from the Customer, the Supplier will set up Administrative Users on the Platform Service.

3.2 The Customer may then make the Platform Service available to End Users, subject to the terms of this EULA.

4. SERVICE & PROVIDER OBLIGATIONS

4.1 The Supplier warrants that, during the Term, the Platform Service will: (i) materially conform to the description of the Service set out in the Order or Subscription and; (ii) will be available in accordance with the Uptime Service Level (as defined and further detailed in the Support Services Policy).

4.2 The Supplier will, as part of the Platform Service, provide the Customer with support in relation to the Platform Services, in accordance with the Platform Service Level (as defined and further detailed in the Support Services Policy). Where the Customer accesses the App, the Supplier shall be responsible for the support, not SFDC.

4.3 If the Customer believes that there has been a breach of the warranty in clause 4.1 it shall make a request for any non-conformance to be resolved under the Support Services Policy and this shall be the Customer's sole and exclusive remedy for breach of the warranty in clause 4.1

4.4 Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's or End Users' use of the Platform Service will be uninterrupted or error-free; or that the Platform Service and/or the information obtained

by the Customer through the Platform Service will meet the Customer's requirements; and

- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this EULA.
5. The Supplier shall have no responsibility or liability in relation to access to or the availability or provision of the SFDC Services, including the AppExchange or the Customer's ability to access the App via SFDC Services.**DATA PROTECTION**

For the purposes of this clause 11, the terms "Controller", "Processor", "Data Subject", "Personal Data" and "Processing/process" shall have the meaning given to them in the Data Protection Legislation.

- 5.1 The Platform Service provides functionality which aids Controllers such as the Customer with acquisition and storage of permissions required by the Data Protection Legislation. However, it remains the Customer's obligation and liability to comply with all obligations of a Controller pursuant to the Data Protection Legislation (for example, ensuring processing is performed for legal purposes and that such processing is transparent) and the Customer warrants and undertakes that it shall do so. The Supplier's obligation and liability in relation to the Data Protection Legislation is limited to complying with the obligations of a Processor in accordance with the Data Protection Legislation and as detailed in these clauses.
- 5.2 To the extent that the Customer Data contains Personal Data and MLD processes such Personal Data on behalf of the Customer, the parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and MLD is the Data Processor of such Personal Data ("**Customer Personal Data**"). The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data provided to MLD.
- 5.3 **Instructions.** MLD shall process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Services and in accordance with the Customer's instructions from time to time and shall not process the Customer Personal Data for any other purpose. If MLD believes that any instruction received by it from the Customer is likely to infringe the Data Protection Legislation it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 5.4 **Security.** Taking into account the state of technical development and the nature of processing, MLD shall implement and maintain the technical and organisational measures to protect the Customer Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 5.5 **Sub-processing.** MLD shall be entitled to appoint agents, subcontractors or other suppliers to act as sub-processors in relation to the Customer Personal Data provided that it:
- (a) notifies the Customer of any changes to its sub-processors and gives the Customer a reasonable opportunity to object to such changes;
 - (b) prior to any sub-processor carrying out any processing activities in respect of the Customer Personal Data, appoints such sub-processor under a written contract containing materially the same obligations as under this clause 11; and
 - (c) remains fully liable to the Customer for all the acts and omissions of each sub-processor as if they were its own.
- 5.6 **Personnel.** MLD shall ensure that all employees, agents or other persons acting for MLD with access to Customer Personal Data:
- (a) are informed of the confidential nature of the Customer Personal Data and are subject to a binding written contractual obligation to keep the Customer Personal Data confidential; and
 - (b) have undertaken training in the laws relating to handling Personal Data.

- 5.7 **International transfers.** MLD shall not transfer the Customer Personal Data outside the European Economic Area without the prior written consent of the Customer.
- 5.8 **Breach.** MLD shall promptly inform the Customer if any Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. MLD shall not be responsible for any loss, destruction, alteration or disclosure of Customer Personal Data caused by any third party (except those third parties sub-contracted by MLD to perform Services related to Customer Personal Data maintenance and back-up).
- 5.9 **Audits.** MLD shall, in accordance with the Data Protection Legislation, make available to the Customer such information that is in its possession or control as is necessary to demonstrate MLD's compliance with the obligations placed on it under this clause 11 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Legislation equivalent to that Article 28), and allow for and contribute to audits (subject to a maximum of one audit request in any 12 month period under this clause 11).
- 5.10 **Assistance.** MLD shall:
- (a) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Customer may require in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation); and
 - (b) provide such information, co-operation and other assistance to the Customer as the Customer reasonably requires (taking into account the nature of processing and the information available to MLD) to ensure compliance with the Customer's obligations under Data Protection Legislation.
- 5.11 **Deletion/return.** At the end of the provision of the Services relating to the processing of Customer Personal Data, at the Customer's cost and the Customer's option, MLD shall either return all of the Customer Personal Data to the Customer or securely dispose of the Customer Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires MLD to retain such Customer Personal Data.
- 5.12 Each party warrants that it shall comply with the Data Protection Legislation in the performance of this Agreement.
- 5.13 The Customer warrants to MLD that it has all consents or other lawful bases, and has otherwise complied with all requirements in the Data Protection Legislation, necessary for MLD to process the Customer Personal Data in order to deliver the Services.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this EULA; and
 - (ii) all necessary access to such information as may be required by the Supplier; in order to provide the Platform Service, including but not limited to Customer Data, End User Data, security access information and configuration services;
 - (a) comply with all applicable laws and regulations with respect to its activities under this EULA;
 - (b) carry out all other Customer responsibilities set out in this EULA in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, The Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (c) ensure that the Administrative Users use the Platform Service in accordance with this EULA and shall be responsible for any Administrative User's breach of this EULA;

- (d) make the Platform Service available to End Users subject to appropriate end user terms of use (containing licensing and usage provisions no less restrictive than those in this EULA) and privacy policies;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this EULA, including without limitation the Platform Service;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (h) it shall permit the Supplier to audit the Customer's use of the Platform Service in order to establish the correct number of Log-ins are in place and shall fully co-operate with the Supplier in such audit;
- (i) if an audit reveals that the Customer does not have the correct number of User Subscriptions, pay any invoices for additional Log-ins which are issued as a result; and
- (j) not remove from the Platform Service any of the Supplier's logos or copyright notices.

7. FEES & PAYMENT

- 7.1 The Customer shall pay the Fees to the Supplier in accordance with this clause 7.
- 7.2 The Supplier shall, from the Platform Service Live Date, invoice the Customer for the Fees annually in advance unless detailed otherwise in the Order.
- 7.3 If the Supplier has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) The Supplier may, without liability to the Customer, disable the Customer's, and Administrative Users' passwords, accounts and access to all or part of the Platform Service and the Supplier shall be under no obligation to provide any or all of the Platform Service while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.4 All amounts referred to in this EULA:
- (a) shall be payable in pounds sterling;
 - (b) are non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be payable by the Customer at the appropriate rate in addition to and at the same time as the Fees.
- 7.5 Where the Customer accesses the App, it shall be liable to pay the Fees even if the Customer's Org or access to SFDC Services is terminated or suspended.

8. PROPRIETARY RIGHTS

- 8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Platform Service. Except as expressly stated herein, this EULA does not grant the Customer any rights to the Supplier's Intellectual Property Rights or any other rights or licences in respect of the Platform Service.
- 8.2 The Supplier confirms that it has all the rights in relation to the Platform Service that are necessary to grant all the rights it purports to grant under, and in accordance with, this EULA.

9. INDEMNITY

- 9.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customers' Administrative Users' or End Users' use of the Platform Service other than in accordance with this EULA, provided that the Customer is promptly notified in writing of such claim and that the Customer shall have the right to control the defence of all such claims, lawsuits and other proceedings and that in no event shall the Supplier settle any such claim, lawsuit or proceeding or make any admissions in relation thereto without the Customer's prior written approval. The Supplier shall provide the Customer with such reasonable assistance as the Customer requires in relation to such claims and proceedings.
- 9.2 The Supplier at its own expense will indemnify and defend any action brought against the Customer to the extent that it is based on a claim that the Platform Service infringes any Intellectual Property Rights of a third party provided that the Supplier is promptly notified in writing of such claim and that the Supplier shall have the right to control the defence of all such claims, lawsuits and other proceedings and that in no event shall the Customer settle any such claim, lawsuit or proceeding or make any admissions in relation thereto without the Supplier's prior written approval. The Customer shall provide the Supplier with such reasonable assistance as the Supplier requires in relation to such claims and proceedings.
- 9.3 In no event shall the Supplier be liable to the Customer under clause 9.2 to the extent that any infringement claim is based on:
- (a) a modification of the Service by anyone other than the Supplier; or
 - (b) the Customer's Administrative Users' or End Users' use of the Platform Service in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the Platform Service after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 9.4 In the event a third-party infringement claim in accordance with Clause 9.2 is sustained in a final judgment from which no further appeal is taken or possible or agreed upon in settlement, then the Supplier shall in its sole election and at its expense either:
- (d) procure for the Customers and End Users the right to continue to use the Platform Service; or
 - (a) replace or modify the Platform Service to make it non-infringing; or
 - (b) terminate this EULA.
- 9.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for infringement of any third-party Intellectual Property Rights.

10. LIMITATION OF LIABILITY

- 10.1 The Limitation of Liability provisions of the Main Agreement, Order or Subscription shall apply to this EULA.
- 10.2 The Platform Service has not been created to meet the individual requirements of the Customers or End Users and, subject to the express warranties given in this EULA all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this EULA.
- 10.3 The Supplier shall not be liable for any loss or damage of whatsoever nature suffered by the Customer or End Users arising out of or in connection with any breach of this EULA by the Customer or any act, misrepresentation, error or omission made by or on behalf of the Customer (including without prejudice misuse of the Platform Service) or arising from any cause beyond the Supplier's reasonable control.
- 10.4 Whilst reasonable attempts are taken to exclude Viruses from the Platform Service, no liability is accepted for any malware, including but not limited to viruses, Trojan Horses, worms, time-

bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any software or hardware, and the Customer is recommended to take appropriate anti-virus measures when using or enabling access to the Platform Service.

- 10.5 The Customer acknowledges that whilst the Platform Services is designed to assist the Customer with data protection compliance and consent management, the Customer remains responsible for complying with all applicable law and regulations that apply to Controllers.

11. TERM AND TERMINATION

- 11.1 This EULA shall, unless otherwise terminated as provided in this clause 11, commence on the Platform Service Start Date and shall continue for the Service Term and, thereafter, this EULA shall continue to be enforced concurrently with the Term of the Order or Subscription, as extended by further renewals or automatic renewals.

- 11.2 Without affecting any other right or remedy available to it, either party may terminate this EULA with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any other term of this EULA which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(b) to clause 11.2(h) (inclusive);
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 11.3 Where the Customer accesses the App, the Supplier may terminate this EULA with immediate effect if the Customer's Org or access to the SFDC Services is terminated for any reason.

- 11.4 On termination of this EULA for any reason:

- (a) all licences granted shall immediately terminate;

- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party; and
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this EULA which existed at or before the date of termination shall not be affected or prejudiced.

11.5 The following clauses of this EULA shall survive their termination howsoever caused: clause 1 (Interpretation), clause 8 (Proprietary Rights), clause 9 (Confidentiality), clause 10 (Limitation of Liability) and clause 11 (Term and Termination). In addition, any terms and conditions of the Main Agreement which apply to this EULA and which are stated to survive termination of the Main Agreement, shall survive termination of the Main Agreement, howsoever caused.

Schedule 1

SUPPORT PLATFORM SERVICES POLICY

INTERPRETATION

In this Support Platform Service Policy, the following definitions will apply in addition to defined terms used in the front-end of this agreement:

Commercially Reasonable Efforts: the same degree of priority and diligence with which the Supplier meets the support needs of its other similar customers.

Customer Cause: any of the following causes:

- (a) any use of the Platform Service by the Customer, Administrative Users or End Users in a manner inconsistent with the agreement and/or any instructions and guidelines provided by the Supplier;
- (b) the use by the Customer, Administrative Users or End Users of any hardware, software or platform not provided by the Supplier which causes or contributes to the Fault;
- (c) any defects, errors or unavailability of the Internet, the Customer's or End Users' local networks; or
- (d) any Customer bespoke configuration or customisation, which is not part of the Service Description.

First Line Support: accepting all support requests from End Users, with the aim to provide the End Users with a full solution.

Fault: any failure of the Platform Service to operate in all material respects in accordance with the Platform Service Description or the agreement, including any failure or error referred to in the Platform Service Level Table.

Maintenance Window: means up to two hours per week, outside of Working Hours.

Out-of-scope Services: any services provided by the Supplier in connection with any apparent problem regarding the Platform Service reasonably determined by the Supplier to have been caused by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination).

Second Line Support: Second line support provided by the Supplier's Technical Platform Service Desk to the Customer, covering Faults which the Customer has attempted to diagnose and fix under First Line Support but is unable to resolve.

Platform Service Delivery Failure: has the meaning given to it in paragraph 5.1.

Platform Services Description: the description of the Platform Services set out in the Order or Subscription.

Platform Service Levels: the service level response and solution times referred to in the Platform Service Level Table.

Platform Service Level Table: the table set out in paragraph 3.5.

Solution: either of the following:

- (a) correction of a Fault; or
- (b) workaround in relation to a Fault that is reasonably acceptable to the Customer.

Support Request: a request made by the Customer via a method specified in paragraph 1.2 below for support in relation to the Services, including correction of a Fault.

Technical Platform Service Desk: The Supplier's central point of contact for the reporting of Platform Service Requests.

Uptime Service Level: has the meaning given to it in paragraph 4.1.

Working Hours: between 09:00 and 17:30 (UK time) on Business Days.

1. SUPPORT SERVICES

- 1.1 The Customer shall be solely and exclusively responsible for managing all dealings with End Users, and as such agrees to provide:
- (a) First Line Support to the End Users; and
 - (b) all End User communications including the notification of any Platform Service planned maintenance and general updates.
- 1.2 The Supplier agrees, during Working Hours, to:
- (a) provide Second Line Support to the Customer in accordance with the Platform Service Levels;
 - (b) provide telephone support to the Customer;
 - (c) provide e-mail support to the Customer;
 - (d) use Commercially Reasonable Efforts to correct all Faults in accordance with paragraph 3;
 - (e) issue Service notifications to the Customer including planned maintenance and general updates; and
 - (f) conduct service management reviews with the Customer as detailed in paragraph 3.6.
- 1.3 The Technical Platform Service Desk will be responsible for delivering the Platform services as detailed in paragraph 1.2.
- 1.4 The Supplier is only obliged to comply with the Platform Services Levels and is not obliged to comply with any Platform service level the Customer has committed to providing to the End Users.
- 1.5 The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.
- 1.6 The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Platform Services. If it does do so, the provision of Out-of-scope Services shall be charged for at the Supplier's standard rates.
- 1.7 In the event that the Supplier reasonably deems any Support Request or enquiry to be a request for altered and/or additional functionality (Feature Request), the Supplier shall add the Feature Request to its list of development items and shall have full and sole discretion as to whether to introduce any alteration as a result of a Feature Request and the timetable for any such alteration.

2. SUBMITTING SUPPORT REQUESTS AND ACCESS

- 2.1 The Customer may request Second Line Support by way of a Support Request. Each Support Request shall include as a minimum a full description including the following details:
- (a) Details of the appropriate Customer contact person;
 - (b) Confirmation of the user who originally logged the Support Request;
 - (c) Details of the Platform Service they were using at the time;
 - (d) The date and time the Support Request occurred;
 - (e) Details of any error messages or warnings that were seen;
 - (f) Details of anything the Customer, Administrative User or End User may have been doing which may have caused the incident; and
 - (g) The scale of the impact on the Customer and/or End User.
- 2.2 All Support Requests are logged with the Technical Platform Service Desk, to ensure a complete record and audit trail, ensuring all contacts are appropriately validated for authenticity.
- 2.3 All Support Requests are automatically assigned a unique number.
- 2.4 The Customer shall provide the Supplier with:

- (a) prompt notice of any Faults; and
- (b) such output and other data, documents, information, assistance and remote access to the Customer's system, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

2.5 The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access to the Platform Service, the associated data, the system, equipment and network at the Customer's premises and the Customer's personnel. The Customer will arrange such access promptly, provided that the Supplier complies with all the Customer's security requirements notified to the Supplier.

3. SERVICE LEVELS

3.1 The Supplier shall prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported, on the following basis:

Priority		Impact			
		1 – Multiple Customers	2 – Single Customer	3 – Multiple End Users	4 – Single End User
Urgency	1 – Critical	1 – Urgent	2 – High	3 – Medium	3 – Medium
	2 – High	2 – High	2 – High	3 – Medium	3 – Medium
	3 – Medium	3 – Medium	3 – Medium	3 – Medium	3 – Medium
	4 – Low	4 – Low	4 – Low	4 – Low	4 – Low

3.2 The Supplier will use Commercially Reasonable Efforts to achieve the following response and Solution times. 'Respond' means to issue a ticket for a Support Request.

Priority	Response time (within Working Hours)	Target solution time (within Working Hours)
1 – CRITICAL	Respond within: 15 minutes Update: every 60 minutes	Provide a Solution within 12 Working Hours of the response to the Support Request.
2 – HIGH	Respond within: 4 hours Update: every 6 hours	Provide a Solution within 24 Working Hours of the response to the Support Request.
3 – MEDIUM	Respond within: 24 hours Update: every 24 hours	Provide a Solution within 5 Business Days of the Support Request.
4 – LOW	Respond within: 72 hours Update: every 3 days	Provide a Solution within 30 Business Days of the Support Request.

3.3 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Platform Service Levels, or where it is not feasible to implement a Solution during the time

specified, to select a more suitable date and/or time when the implementation can be carried out.

3.4 The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct any Fault. The Supplier may change the priority level of a Fault at any time, provided that it shall only do so based on a reasonable assessment of the circumstances.

3.5 A full breakdown of priorities and examples:

Priority	Description
PRIORITY 1 (URGENT)	<p>Critical incidents</p> <p>Actual Platform service outage, or significant disruption, which breaches the contracted availability SLA</p> <p>A Platform service affecting incident affecting a significant proportion of the Supplier customer base</p> <p>Security incidents where confidential or sensitive data has been breached or disclosed</p>
PRIORITY 2 (HIGH)	<p>Incidents with a high importance</p> <p>Platform Service degradation, or minor disruption, which has not breached the contracted availability SLA</p> <p>A Platform service affecting incident affecting a small number of Customers and user base</p> <p>Security incidents where there is a possibility that data might have been breached or disclosed</p>
PRIORITY 3 (MEDIUM)	<p>Incidents with a medium importance</p> <p>Platform Service degradation, but resilient components and system design keep service operational</p> <p>Failure of shared services, but alternative Platform services remain available for the customer's use</p> <p>A service affecting incident for a single Customer or End User</p>
PRIORITY 4 (LOW)	<p>Incidents with a low importance</p> <p>Incidents where the Customer acknowledges no degradation of Platform service provision</p> <p>Minor issues relating to non-service affecting error messages or warnings</p>

3.6 The Supplier will regularly measure and monitor its performance against the Platform Service Levels. Such Platform service reporting can be presented to the Customer at Platform service review meeting. Any such reporting needs to be explicitly requested by the Customer, at which time the Supplier will agree the frequency and reporting period.

4. SERVICE AVAILABILITY MANAGEMENT

4.1 The Supplier shall provide at least a 99.9% uptime service availability level (Uptime Service Level) to the Platform Services. This availability refers to an access point on the Supplier's hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network, as the Customers and End Users are responsible for their own internet access. Availability does not include the Maintenance Window or any other scheduled maintenance or exclusions (as detailed below), including but not limited to Customer, End User or third party-caused outages or disruptions, or outages or disruptions attributable in whole or in part to an event of Force Majeure.

4.2 The Customer is required to submit a Support Request immediately on becoming aware of any unavailability of any aspect of the Platform Services.

- 4.3 All availability measurements are performed at five-minute intervals. Availability measurement begins on the first day of the activation of the Platform Services. Availability measurement shall be carried out by the Supplier and is based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the month. The Supplier shall keep and shall send to the Customer, on request, full records of its availability measurement activities under this Agreement.
- 4.4 For any maintenance conducted outside of the Maintenance Window, the Supplier will use its reasonable endeavours to complete it out of Working Hours but maintenance during Working Hours is sometimes required. In the event of planned maintenance which may result in the Platform Services not being available for more than 1 hour during Working Hours, the Supplier will notify the Customer in advance by email. Details of the time anticipated to complete the maintenance will be displayed in the email.
- 4.5 Provided that the Supplier has complied with its obligations in paragraph 4.4, the time during which the Platform Services are unavailable due to planned maintenance shall be excluded for the purposes of calculating the Uptime Service Level.
- 4.6 Nothing in this paragraph shall prevent the Supplier from conducting emergency maintenance on an as needed basis and such emergency maintenance shall be excluded for the purposes of calculating the Uptime Platform Service Level.
- 4.7 For the purposes of calculating the Uptime Platform Service Level, availability does not include, and the Supplier cannot be held liable for non-availability of the Services caused by problems with the Internet, the downtime of an ISP or its servers, or other telecommunications faults.

5. SERVICE CREDITS

- 5.1 If availability falls below the Uptime Platform Service Level in a given calendar month (**Platform Service Delivery Failure**), the Supplier shall issue a Platform service credit on the following basis:
- (a) 99.9% - 99.0% availability: 10% of total monthly Fees credited to Customer.
 - (b) less than 99.0% availability: 20% of total monthly Fees credited to Customer.
- 5.2 No service credits shall be payable unless the Customer requests them within 10 Business Days of the Platform service-affecting event(s) and has otherwise complied with its obligations under this agreement.
- 5.3 The Platform service credits payable under this paragraph shall represent the Customer's sole and exclusive remedy in respect of any failure to provide the Platform Services in accordance with the Uptime Platform Service Level, the Platform Services Description or at all. The Customer acknowledges and agrees that the terms of this Schedule relating to Platform service credits constitute a genuine pre-estimate of the loss or damage that the Customer would suffer as a result of the Supplier's Service Delivery Failure or a failure of the Platform Services to accord with the Platform Services Description and are not intended to operate as a penalty for the Supplier's non-performance.

6. SUPPLIER PLATFORM MAINTAINABILITY

- 6.1 The Supplier ensures the Platform Services are regularly backed up and therefore, can be restored to the last known good configuration.
- 6.2 The Supplier ensures:
- (a) Replicas of Platform Service data, synchronised and available.
 - (b) At least one copy of live data separated from its original processing and storage.
 - (c) Periodic snapshots of data available for restoration.
 - (d) Procedures for backup and restore of Platform Services shall be documented and tested regularly.

- (e) Automated backup procedures shall be monitored within the scope of operational systems.

7. INFORMATION SECURITY

7.1 The Supplier has an Information Security Management System (ISMS) in accordance with the international Information Security Management Systems standard ISO/IEC 27001:2013: this framework is followed for all information security related activities. In this respect, an Information Security Management Policy and Procedure has been defined and implemented to ensure that the Supplier has an effective mechanism in place to promptly identify, report, investigate and resolve actual and potential information security incidents affecting either information assets, or the supporting assets upon which they may depend.

8. ESCALATION PROCEDURE

8.1 At any time the Customer may escalate matters to the contacts below if:

- (a) Platform Service Requests are not acknowledged and being worked on as per the priorities;
- (b) a Platform Service Request has not been satisfactorily concluded

Level	Role
1 ST	Partner Account Manager
2 ND	Infrastructure Director
3 RD	Managing Director

8.2 All such complaints are raised as a Support Request.