

# ACCENTRA TECHNOLOGIES LIMITED

## SERVICE LEVEL AGREEMENT

### I. INTERPRETATION

- I.1 The definitions and rules of interpretation in this condition apply in these Conditions.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in condition 9.1.

**Contract:** the contract for the supply of the Services to be provided by Accentra to the Customer.

**Order Form:** Sales Order Form issued by Accentra that is signed by the Customer, to which this agreement is attached.

**Customer:** the customer for the Services whose details are set out on the Order Form attached these Conditions.

**Accentra:** Accentra Technologies Limited, registered number 5091444, whose registered office is at Unit 1B, Unity Trading Estate, Southend Road, Woodford Green, Essex IG8 8HD.

**Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

**Deliverables:** any Documentation, Software, know-how or other works created or supplied by Accentra (whether alone or jointly) in the course of providing the Services.

**Documentation:** the document made available to the Customer by Accentra online via [www.accentra.co.uk](http://www.accentra.co.uk) or such other web address notified by Accentra to the Customer from time to time which sets out a description of the Software and the user instructions for the use of the Software.

**Effective Date:** the date set out on the Order Form attached these Conditions.

**Fees:** the fees set out on the Order Form attached these Conditions.

**Initial Contract Term:** the initial term of the Contract as set out on the Order Form attached these Conditions.

**Normal Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.

**Optional Service:** any of the Services listed in Part 2 of Schedule 1 and any other services that the Customer and Accentra may from time to time agree shall be supplied to the Customer by Accentra under the terms of the Contract.

**Renewal Period:** the period described in condition 13.1.

**Services:** includes (as appropriate) the Standard Support Service and any Optional Services which are included within an order for Optional Services under condition 4.

**Software:** the online software applications provided by Accentra as set out on the front sheet of these Conditions.

**Standard Support Service:** the support service more particularly described in Part 1 of Schedule 1, which is to be provided by Accentra to the Customer under condition 3.1 and condition 3.2.

**Term:** has the meaning given in condition 13.1 (being the Initial Contract Term together with any subsequent Renewal Periods).

**UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

**Year:** a period of 12 months beginning on the Effective Date or any anniversary of that date.

- 1.2 Condition headings shall not affect the interpretation of these Conditions. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. A reference to a statute includes any amendment, variation or replacement to the same. A reference to conditions, schedules and the front sheet are to the conditions, schedules and the front sheet of these Conditions. A reference to writing or written includes faxes but not e-mail.

## 2. BASIS OF SUPPLY

- 2.1 Accentra shall supply the Services to the Customer in accordance with these Conditions.
- 2.2 These Conditions shall apply to the exclusion of any other express or implied conditions, including any terms and conditions to which the order of the Customer may purport to be subject.
- 2.3 Variations or additions to these Conditions shall apply only if agreed in writing between a director of Accentra and an authorised representative of the Customer.

- 2.4 Subject to any variation in accordance with condition 2.3, these Conditions (together with matters referred to on the face of Accentra's quotation and/or order confirmation) embody the entire understanding of the parties and override any prior promises, undertakings or representations. Nothing contained in these Conditions shall, however, operate to limit or exclude the liability of either party for fraud.
- 2.5 Any quotation, tender or price list in whatever form given to the Customer is subject to these Conditions and does not constitute an offer to supply.
- 2.6 Accentra will only be bound by an order when written confirmation of the order has been given to the Customer by Accentra.

### **3. SERVICES**

- 3.1 Accentra shall supply, and the Customer shall take and pay for, the following Services:
- (a) the Standard Support Service; and
  - (b) such of the Optional Services as are included from time to time within an order for Optional Services agreed between Accentra and the Customer under condition 4.
- 3.2 Accentra may, on prior notice to the Customer, make changes to the Services, provided such changes do not have a material adverse effect on the Customer's business operations.
- 3.3 Accentra shall have no obligation to provide the Services where faults arise from:
- (a) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by Accentra), including failure or fluctuation of electrical power;
  - (b) failure to maintain the necessary environmental conditions for use of the Software;
  - (c) use of the Software in combination with any equipment or software not provided by Accentra or not designated by Accentra for use with any Software, or any fault in any such equipment or software;
  - (d) relocation or installation of the Software by any person other than Accentra or a person acting under Accentra's instructions;
  - (e) any breach of the Customer's obligations under the Contract howsoever arising or having the Software maintained by a third party; or
  - (f) operator error.

- 3.4 The Services, to be provided by Accentra shall be provided in accordance with these Conditions and any description set out in Accentra's quotation or written order confirmation. Any other descriptive material provided by Accentra to its Customer is provided only to assist the Customer and does not form part of the Contract.
- 3.5 Where any timescales are given in Accentra's quotation or Documentation for the performance of any Services, such timescales are given as estimates only and accordingly no liability shall accrue to Accentra in the event that any such timescales are not met.
- 3.6 Accentra shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Contract.
- 3.7 Accentra shall use commercially reasonable endeavours to make the Services available during Normal Business Hours.

#### **4. ORDERS FOR OPTIONAL SERVICES**

- 4.1 The Customer may from time to time request Accentra to supply Optional Services of the type set out in Part 2 of Schedule 1 at the rates referred to in that schedule. Accentra shall use its reasonable endeavours to comply with the Customer's request, but the Customer acknowledges that Accentra's ability to supply the Optional Services shall depend on the availability of appropriate resources at the time in question.
- 4.2 Where Accentra agrees to provide Optional Services, such agreement shall be embodied in an order for Optional Services. Each order for Optional Services shall be made under, and shall incorporate, the terms of this Contract.

#### **5. ACCENTRA'S OBLIGATIONS**

- 5.1 Subject to the provisions of condition 12, Accentra undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 5.2 The undertaking at condition 5.1, shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Accentra's instructions, or modification or alteration of the Services by any party other than Accentra or Accentra's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Accentra will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the

undertaking set out in condition 5.1. Notwithstanding the foregoing, Accentra:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services 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 Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 The Contract shall not prevent Accentra from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

5.4 Accentra undertakes that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

## **6. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) provide Accentra with:
  - (i) all necessary co-operation in relation to the Contract; and
  - (ii) all necessary access to such information as may be required by Accentra;

in order to provide the Services, including but not limited to security access information;

- (b) comply with all applicable laws and regulations with respect to its activities under the Contract;
- (c) carry out all other Customer responsibilities set out in the Contract 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, Accentra may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Accentra, its contractors and agents to

perform their obligations under the Contract, including without limitation the Services;

- (e) ensure that its network and systems comply with the relevant specifications provided by Accentra from time to time;
- (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Accentra'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;
- (g) maintain and operate the Software in a proper and prudent manner in accordance with such advice and instructions that Accentra shall issue from time to time, and allow its use only by competent and authorized personnel;
- (h) maintain a minimum of three separate sets of data backup (for use in rotation) of a standard frequency (example: alternate working days) to allow the Customer to recover the most recent data with minimum loss of staff time. This is to be checked and verified from time to time to maintain the accuracy of the data on each media;
- (i) not permit any alterations in the Software, the operating instructions or the manual except under written instructions from Accentra;
- (j) make available to Accentra, without charge, any information or facilities to enable Accentra to discharge its obligations under this Contract including, but not limited to, computer print-outs, photocopies of documents, provided always Accentra shall hold as confidential any such information provided by the Customer;
- (k) notify Accentra of any defect or alleged defect within a period not exceeding 5 Business Days from the date the said defect becomes apparent; and
- (l) be responsible for ensuring that the Software is suitable for the purpose intended.

## **7. FEES AND PAYMENT**

7.1 The Customer shall pay the Fees to Accentra for the Services (excluding for this purpose any Optional Services) in accordance with this condition 7 and the Order Form attached these Conditions or where no Fees have been quoted, shall be calculated by reference to the support fees and Fees set out in Accentra's list of Fees last published by Accentra before the date on which the Customer's order is accepted by Accentra.

7.2 Fees for any Optional Services to the Customer shall be determined in accordance with Part 2 of Schedule I and agreed in writing before

performance or supply by Accentra, and shall be charged and invoiced to the Customer by Accentra (and paid by the Customer) following acceptance by Accentra of the Customer's written order for such Optional Service (as the case may be).

- 7.3 The Customer shall pay all costs (at Accentra's then prevailing rates) and expenses incurred by Accentra for work carried out by Accentra in connection with any fault which is not covered by this Contract.
- 7.4 The Customer shall reimburse any travel or subsistence expenses incurred by Accentra where such expenses are incurred wholly and exclusively for the purpose of providing on-site support as part of the Services, provided that any request for reimbursement is in the form of a proper invoice accompanied by appropriate receipts.
- 7.5 The Customer shall on the Effective Date provide to Accentra valid, up-to-date and complete approved purchase order information acceptable to Accentra and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides its approved purchase order information to Accentra, Accentra shall invoice the Customer:
- (a) on the Effective Date for the Fees payable in respect of the Initial Contract Term; and
  - (b) subject to condition 13.1, at least 30 days prior to each anniversary of the Effective Date for the Fees payable in respect of the next Renewal Period,
- and the Customer shall pay each invoice within 7 days after the date of such invoice.
- 7.6 If Accentra has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of Accentra:
- (a) Accentra may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Accentra shall be under no obligation to provide any or all of the Services 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 3% over the then current base lending rate of Royal Bank of Scotland Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.7 All amounts and fees stated or referred to in the Contract:
- (a) shall be payable in pounds sterling;
  - (b) are non-cancellable and non-refundable;

(c) are exclusive of value added tax, which shall be added to Accentra's invoice(s) at the appropriate rate.

7.8 Accentra may increase the Fees as from each anniversary of the Effective Date. Any increase shall be notified to the Customer at least [three] months before such anniversary.

## **8. PROPRIETARY RIGHTS**

8.1 The Customer acknowledges and agrees that Accentra and/or its licensors own all intellectual property rights in the Deliverables. Except as expressly stated herein, the Contract does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Deliverables.

8.2 Accentra confirms that it has all the rights in relation to the Deliverables that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

## **9. CONFIDENTIALITY**

9.1 Each party shall keep confidential all information obtained from the other pursuant to or in contemplation of the Contract, shall use the same only for the purposes of the Contract and shall not disclose such information to any person (except to its own employees or, in the case of Accentra, its sub-contractors and then only to those employees or sub-contractors who need to know the same) without the other's prior written consent. In addition, the Customer shall keep confidential and disclose (except as mentioned) any terms of the Contract.

9.2 The obligations of the parties pursuant to condition 9 shall not extend to any information which was rightfully in the possession of the receiving party (and at its free disposal) prior to the commencement of negotiations leading to the Contract; which is already public knowledge or becomes so at a future date otherwise than as the result of a breach of this condition 9; which is trivial or obvious; or whose disclosure is required (and to the extent that it is required) by law.

9.3 This condition 9 shall survive termination of the Contract, however arising.

## **10. DATA PROTECTION**

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.



10.2 The parties acknowledge that:

- (a) if Accentra processes any personal data on the Customer's behalf when performing its obligations under the Contract, the Customer shall be the controller and Accentra shall be a processor for the purposes of the Data Protection Legislation (with "controller" and "processor" having the same meaning as in the Data Protection Legislation);
- (b) Schedule 2 sets out the scope, nature and purpose of processing by Accentra, the duration of the processing and the types of personal data (as 'personal data' is defined in the Data Protection Legislation) and categories of data subject; and
- (c) personal data may be transferred or stored outside the EEA (in particular may be transferred to Accentra's sub-processor referred to in clause 10.6 based in India) or the country where the Customer and the Authorised Users are located in order to carry out the Services and Accentra's other obligations under the Contract.

10.3 Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents, rights and notices in place to enable lawful transfer of the personal data to Accentra for the duration and purposes of this Contract so that Accentra may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

10.4 Without prejudice to the generality of clause 10.1, Accentra shall, in relation to any personal data processed in connection with the performance by Accentra of its obligations under this agreement:

- (a) process that personal data only on the written instructions of the Customer unless Accentra is required by the laws of any member of the European Union or by the laws of the European Union applicable to Accentra to process personal data ("Applicable Laws"). Where Accentra is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, Accentra shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Accentra from so notifying the Customer;
- (b) not transfer any personal data outside of the European Economic Area unless the following conditions are fulfilled:
  - (i) the Customer or Accentra has provided appropriate safeguards in relation to the transfer;

- (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) Accentra complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) Accentra complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.
- (c) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (d) notify the Customer without undue delay on becoming aware of a personal data breach;
  - (e) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
  - (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.

10.5 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and 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 an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

10.6 The Customer consents to Accentra appointing Accentra Technologies India Private Limited (incorporated and based in India) as a third-party processor of personal data under this agreement. Accentra confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to

those set out in this clause 10. As between the Customer and Accentra, Accentra shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.

- 10.7 Accentra may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

## **11. INDEMNITY**

- 11.1 The Customer shall defend, indemnify and hold harmless Accentra 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 Customer's use of the Deliverables, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) Accentra provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

- 11.2 Accentra shall defend the Customer, its officers, directors and employees against any claim that the Deliverables infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) Accentra is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to Accentra in the defence and settlement of such claim, at Accentra's expense; and
- (c) Accentra is given sole authority to defend or settle the claim.

- 11.3 In the defence or settlement of any claim, Accentra may procure the right for the Customer to continue using the Deliverables, replace or modify the Deliverables so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

- 11.4 In no event shall Accentra, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Deliverables by anyone other than Accentra;  
or
- (b) the Customer's use of the Deliverables in a manner contrary to the instructions given to the Customer by Accentra; or
- (c) the Customer's use of the Deliverables after notice of the alleged or actual infringement from Accentra or any appropriate authority.

11.5 The foregoing and condition 12.6(b) state the Customer's sole and exclusive rights and remedies, and Accentra's (including Accentra's employees, agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **12. LIMITATION OF LIABILITY**

12.1 This condition 12 sets out the entire financial liability of Accentra (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with the Contract;
- (b) in respect of any use made by the Customer of the Deliverables or any part of them; and
- (c) in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

12.2 Except as expressly and specifically provided in the Contract:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. Accentra shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Accentra by the Customer in connection with the Deliverables, or any actions taken by Accentra at the Customer's direction;
- (b) 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 the Contract; and
- (c) the Deliverables are provided to the Customer on an "as is" basis.

12.3 Nothing in the Contract excludes the liability of Accentra:

- (a) for death or personal injury caused by Accentra's negligence; or
- (b) for fraud or fraudulent misrepresentation; or

- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 Supply of the Goods and Services Act 1982; or
- (d) any other liability which cannot be excluded by law.

12.4 The Customer acknowledges that:

- (a) it is exclusively responsible for:
  - (i) reviewing any new releases or modifications to the Software;
  - (ii) ensuring that the staff of the Customer are trained in the proper use and operation of the Software;
  - (iii) ensuring the security, completeness and accuracy of all inputs and outputs;
  - (iv) making regular backup copies of its data to ensure recovery of its data if the Software malfunctions; and
  - (v) the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Software;
- (b) the level of the Fees reflects the allocation of risk between the parties set out in condition 11 and condition 12; and
- (c) it is in a better position than Accentra to assess and manage its risk in relation to use of the Software.

12.5 All references to Accentra in this condition 12 shall, for the purposes of this clause only, be treated as including all employees, subcontractors and suppliers of Accentra, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

12.6 Subject to condition 12.2, condition 12.3, condition 12.4 and condition 12.5:

- (a) Accentra shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
- (b) Accentra's total aggregate liability in contract (including in respect of the indemnity at condition 11.2), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions shall be limited to the total Fees paid for the Services during the

12 months immediately preceding the date on which the claim arose.

### **13. TERM AND TERMINATION**

13.1 The Contract shall, unless otherwise terminated as provided in this condition 13, commence on the Effective Date and shall continue for the Initial Contract Term and, thereafter, the Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Contract Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Contract Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of the Contract;
- (c) and the Initial Contract Term together with any subsequent Renewal Periods shall constitute the **Term**.

13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- (a) the other party commits a breach of the Contract provided that if the breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation) the notice shall only be given if the party shall not have remedied the same within 30 days of having been given notice in writing specifying the breach and requiring it to be remedied; or
- (b) the other party has a winding up petition against it and does not make an application to set aside the same within 7 days or goes into liquidation whether compulsory or voluntarily (unless part of a bona fide scheme for amalgamation or reconstruction first approved in writing by the party not in default), becomes subject to an administration order, has a receiver or administrative receiver appointed over or encumbrancer take possession of the whole or any part of its assets, compounds with its creditors or any class of the same, ceases to carry on its business or threatens to cease the same or becomes unable to pay its debts within the meaning of s123 of the Insolvency Act 1986; or
- (c) the other party being an individual, has a bankruptcy order made against him or, being a partnership, has a bankruptcy order made against any of the partners or a notice served by a partner for the dissolution of the partnership.

13.3 Termination of the Contract for any reason shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force or on after such termination.

13.4 Upon termination of the Contract for any reason all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease using the Software. In addition, the Customer shall, at Accentra's option, either return to Accentra or destroy all copies of such Software and associated Documentation.

#### **14. FORCE MAJEURE**

Accentra shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of Accentra's obligations under the Contract if the delay or failure was due to any cause beyond Accentra's reasonable control including but not limited to industrial action, war, fire, prohibition or legal enactment of any kind or any act or omission of the Customer.

#### **15. NOTICES**

Notices or other documents to be given under these Conditions shall be in writing and delivered by hand or sent by registered post or facsimile to the party concerned at the address set out in the Contract and/or such address as one party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the addressee if delivered, upon delivery; if posted, on the second Business Day following the date of posting; and if sent by facsimile, when the communication is transmitted to the recipient's fax number provided that a copy of the communication is sent by registered post or delivered by hand as soon as possible thereafter.

#### **16. GENERAL**

16.1 The Contract shall be binding upon and inure to the benefit of the parties and the legal successors of Accentra but shall not be assignable by the Customer without the prior written consent of Accentra. Accentra may license or sub-contract all or any part of its obligations under the Contract without the consent of the Customer.

16.2 No waiver by Accentra of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver must be in writing to be effective.

16.3 If any provision of these 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 Conditions and the remainder of the provision in question shall not be affected thereby.

- 16.4 The Contract is governed by the laws of England and the English courts shall have exclusive jurisdiction to resolve any disputes arising as a result of or in connection with it.



## **SCHEDULE I PART I STANDARD SUPPORT SERVICES**

### **Accentra Shall:**

- Provide the Customer with such technical advice by telephone, fax email, web or mail as may be appropriate and necessary to resolve the Customer's difficulties and queries in installing and using the Software product covered by this Contract.
- Provide maintenance revisions of the Software without charge as and when it is deemed necessary in the sole discretion of Accentra, for such maintenance purpose.
- Provide details of the procedures to be followed to set-up the Software program parameters.
- Endeavour to correct any faults in the Software in so far as such faults are due to faulty workmanship or the supply of incorrect materials by Accentra. This includes all faults with the Software, media, etc.

NB: The Contract excludes providing assistance on problems relating to computer hardware, operating systems, network, printers and any such assistance which is beyond the scope of the Software's intended functionality.

### **Hours of Support**

The telephone 'hotline' help service will normally be available during Normal Business hours. The maximum permitted usage of the help service in any week under this Contract is five times. Accentra reserves the right to charge for any usage above this limit at £60.00 per hour or the proportional part thereof with a minimum invoice value of £20.00 per call received.

## **SCHEDULE I PART 2 OPTIONAL SERVICES**

### **Product Additions**

Accentra will continue to develop new modules which can be added to the Customers existing product suites. Should the Customer be interested in any of the new add-on modules, the Customer will be able to purchase them for special prices with up to 30% discount.

### **Upgrading to Higher Editions**

If the Customer's business requirements outgrow the existing product scope, the Customer will be able to upgrade to the higher editions at special prices.

### **Bespoke Development**

Should the Customer require any custom made solutions developed to meet the Customer's specific requirements, Accentra will undertake to develop them at a discounted rate.

### **Wish Lists & Suggestions**

If requested by a Maintenance contract holder, Accentra may, at its discretion, send a specialist to advise and provide on-site support on chargeable basis at standard consultancy rate plus all travel and accommodation expenses incurred. Irrespective of the actual number of hours spent, Accentra will invoice the Customer for a minimum of 3 hours.

### **Access to Accentra's Management Team**

If the Customer is not satisfied with any of Accentra's products/services, the Customer will have the liberty to approach Accentra's management team to escalate the Customer's concerns.

## **SCHEDULE 2**

### **PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

#### **I. Processing by Accentra**

##### **I.1 Scope**

To supply the Services described in the Contract.

##### **I.2 Nature and purpose of processing:**

To assess the need for support, and deliver, the Services.

To request the personal data from the Customer in the event of the Customer reporting a technical issue which couldn't be resolved satisfactorily without Accentra's technical team having direct and exclusive access to the specific data elements.

To receive, store and use a backup copy of the full database transferred to Accentra's servers via secured FTP or VPN connection as permitted by the Customer. However, if the Customer's data is hosted on a multi-tenancy SaaS licence environment, to receive, store and use records relevant to the Customer that are transferred to a temporary database running on Accentra's servers using pre-written data transfer scripts.

In either case, once the data is transferred to Accentra, before any investigation is carried out by the technical team, to replace all personal data such as names, addresses, contact details including email id, phone numbers with anonymous text using pre-written scripts.

To allow the technical team to carry out the investigation either by running the source code on the data or by subjecting the data to validation processes with the aim to trace the cause of the issue.

To do everything necessary to trace and fix the reported issue, and permanently delete the transferred data from the Accentra servers. In any event, the data shall not be held on Accentra servers for more than 7 working days. If the investigation requires more time, a new set of data shall be transferred again.

##### **I.3 Duration of the processing**

Maximum of 7 working days between the time the data is transferred and destroyed.

#### **2. Types of personal data**

A) Payroll and earnings data of the employees and the contractors that may include the following:

- Name & full address
- Date of Birth
- NI Number
- UTR

- Personal Verification Number
- Contact details including emails & phone numbers
- Passport or other identification documents
- Photograph
- Annual Salary
- Hourly Rates
- Expense claims
- Data to generate Tax Certificates
- Statutory Payments (SSP, SMP, SPP, SAP etc.)
- Attachment Orders
- Employment history
- Contract assignment history

B) Financial data containing business contacts that includes the following:

- Name of the business contact
- Email ID
- Phone number
- Address

### **3. Categories of Data Subject**

- Employees
- Contractors
- Customers and clients
- Potential customers and client
- Referrers