

PERSONAL AUDIT SYSTEMS LTD

Terms and Conditions to accompany Hosted Order Form for access to P11D Organiser hosted service (these "Subscription Terms and Conditions")

1. INTERPRETATION

In this Agreement:

1.1. the following expressions shall have the following meanings unless the context requires otherwise:

"Access Details" means a username and password, in each case specific to the User, as provided by the Supplier (or updated by the Customer in accordance with the Supplier's policies) to allow access to the Subscription Services;

"Agreement" means these Subscription Terms and Conditions together with the Subscription Order Form and any document referred to in these Subscription Terms and Conditions or the Subscription Order Form;

"Ancillary Services" means the Other Services, the Service Bureau Services and the Support Services;

"Associates" means subcontractors and other third parties who provide services to the Customer solely for the internal business purposes of the Customer;

"Benefit Statement(s)" means a statement to be produced in order to comply with the applicable taxation regulations relating to employee benefits required to be produced on forms P11D, P9D and any replacements of those forms;

"Breach of Duty" means the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Business Hours" means 9am to 5pm on Business Days;

"Business Day" means any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

"Confidential Information" means any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it (and, for the avoidance of doubt, the Software and the Documentation shall be considered to be the Supplier's **"Confidential Information"**);

"Customer" means the recipient of the Subscription Services, the licensee of the Service Bureau Rights (if applicable), and recipient of the Support Services (and Other Services) under this Agreement, as stipulated in the Subscription Order Form;

"Customer Data" means the data inputted by the Customer or Users into the Software in respect of the Benefit Statements, and which includes Personal Data;

"Data Controller" has the meaning given to it by GDPR;

"Data Processor" has the meaning given to it by GDPR;

"Data Protection Laws" means, in relation to any Personal Data which is Processed in the performance of this Agreement, the Data Protection Act 1998 (up to and including 24 May 2018), the General Data Protection Regulation (EU 2016/679) ("**GDPR**") (on and from 25 May 2018), the Investigatory Powers Act 2016, Telecommunications (Lawful Business Practice), the Privacy and Electronic Communications Directive 2002 / 58 / EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003 / 2426), in each case together with all laws implementing or supplementing the same and any other applicable or equivalent data protection or privacy laws, and all other applicable law, regulations and codes of conduct relating to the processing of personal data and privacy, including the guidance and codes of practice issued by a relevant Supervisory Authority;

"Data Sharing Appendix" means the appendix to the Subscription Order Form setting out the nature and purpose of the Processing;

"Data Subject" has the meaning given to it by GDPR;

"Documentation" means the web-based documents made available by the Supplier to the Customer which set out a description of the Software and the user instructions for the Subscription Services;

"Event of Force Majeure" has the meaning given to it in Clause 14.1;

"Fees" means the fees payable by the Customer to the Supplier in respect of the Licence (the **"Licence Fees"**), the Support Services (the **"Support Fees"**), the Other Services (the **"Other Services Fees"**) and the Service Bureau Rights

("**Service Bureau Fees**") as set out on the Subscription Order Form and as revised from time to time in accordance with this Agreement;

"**Intellectual Property Rights**" means copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Liability**" means liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to "**this Agreement**" shall be deemed to include any collateral contract);

"**Licence**" means the licence to access the Software using the Subscription Services as specified in Clause 3.1.1 and subject always to the terms and conditions set out in this Agreement;

"**Limitation(s)**" means the limitations on the use of the Subscription Services specified in this Agreement and in the Subscription Order Form and as may be amended from time to time by the Supplier;

"**Other Services**" means such other services as the Supplier agrees to provide to the Customer under this Agreement, as stipulated in the Subscription Order Form;

"**Party**" means either the Supplier or the Customer, and "**Parties**" shall mean both of the Supplier and the Customer;

"**Personal Data**" has the meaning given to it by GDPR, and relates only to personal data, or any part of such personal data, of which the Customer is the Data Controller and in relation to which the Supplier is the Data Processor and providing access to services under this Agreement;

"**Personal Data Breach**" has the meaning given to it by GDPR;

"**Process**" and "**Processing**" have the meaning given to it by GDPR;

"**Service Bureau Rights**" means the right for the Customer to use the Software as a service bureau in respect of the Customer's customers;

"**Services**" means the Subscription Services, together with the Ancillary Services (if applicable);

"**Software**" means the P11D Organiser™ software product made available by the Supplier to the Customer as part of the Subscription Services, as set out in more detail in such specification document as the Supplier may provide to the Customer from time to time;

"**Special Categories of Personal Data**" means those categories of data listed in Article 9(1) GDPR;

"**Subscription**" means the subscriptions purchased by the Customer in respect of Users and Benefit Statements for use of the Subscriptions Services, as set out in the Subscription Order Form;

"**Subscription Order Form**" means the written document the Customer provides to the Supplier containing specific information relating to the particular services supplied or to be arranged to be supplied, by the Supplier to the Customer;

"**Subscription Services**" means the subscription services provided by the Supplier to the Customer under this Agreement to access the Software through the Internet;

"**Supervisory Authority**" means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws;

"**Supplier**" means Personal Audit Systems Limited, a company registered in England and Wales with registered number 03239788 and registered office at Unit 5, Enterprise House, Manchester Science Park, Pencroft Way, Manchester, M15 6SE;

"**Support Services**" means the support services set out in Clause 5 but excluding any services relating to tax or other non-Services advice;

"**Territory**" means the United Kingdom;

“Usage Statement” means a statement confirming that the Subscription Services have not been used beyond the rights (in respect of Users and Benefit Statements) granted under this Agreement, as made available to the Supplier by the Software automatically through the Internet;

“User Profile” means a profile for a User in respect of the Subscription Services, with relevant Access Details;

“Users” means those of the Customer’s employees who are authorised by the Customer to use the Subscription Services;

“Virus”: any thing or device (including any software, 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; and

“Year” the period of 12 months from the date of this Agreement and each successive period of 12 months;

- 1.2. references to **“Clauses”** are to clauses of these Subscription Terms and Conditions;
- 1.3. the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.4. a **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.5. a reference to a Party includes its personal representatives, successors or permitted assigns;
- 1.6. words imparting the singular shall include the plural and vice versa; words imparting a gender shall include the other gender and the neutral;
- 1.7. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.8. any phrase introduced by the terms **“including”**, **“include”**, **“in particular”** or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words **“without limitation”** unless the context requires otherwise; and
- 1.9. a reference to **“writing”** or **“written”** includes in electronic form and similar means of communication (except under Clause 18).

2. AGREEMENT

- 2.1. The Subscription Order Form, when submitted by the Customer to the Supplier, shall be in the form in which the Supplier requires from time to time. The submission by the Customer to the Supplier of a signed Subscription Order Form constitutes an offer by the Customer to purchase access to the Services, subject to these Subscription Terms and Conditions. This Agreement shall be legally formed when the Supplier signs the Subscription Order Form signed by the Customer, at which point the Parties shall be legally bound, but the requirements for the Supplier to perform any of its obligations under this Agreement shall be conditional upon the Supplier’s receipt from the Customer of any advance payment of Fees as required under this Agreement.
- 2.2. In the event of a conflict between these Subscription Terms and Conditions and the Subscription Order Form and any document referred to in these Subscription Terms and Conditions or the Subscription Order Form, then
 - 2.2.1. the Subscription Order Form shall prevail over
 - 2.2.2. these Subscription Terms and Conditions, which prevail over
 - 2.2.3. any other document.
- 2.3. The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Customer in whatever form and at whatever time. These Subscription Terms and Conditions apply to the Software and the Services. If the Customer provides to the Supplier a purchase order for the Services other than as set out in Clause 2.1, that purchase order (and any terms and conditions attached or referred to in it) shall be purely for the Customer’s administrative purposes and shall not form part of this Agreement.
- 2.4. Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental

matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

- 2.5. This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

3. LICENCE

- 3.1. In consideration for the payment by the Customer of the Fees and the Customer agreeing to abide by this Agreement, the Supplier grants to the Customer:
- 3.1.1. a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Users to use the Subscription Services and the Documentation during the term of this Agreement solely for the Customer's internal business operations; and
 - 3.1.2. if set out in the Subscription Order Form, a non-exclusive, non-assignable, non-sublicensable, revocable licence in respect of the Service Bureau Rights.
- 3.2. The Customer shall:
- 3.2.1. use the Services exclusively for its own internal business purposes (including use by the Users and Associates), shall comply with any Limitations and otherwise not permit any third party to use the Services (or any part of them) in any way whatsoever, except as permitted by this Agreement;
 - 3.2.2. access the Services only by such means as the Supplier may stipulate from time to time;
 - 3.2.3. effect and maintain adequate security measures to safeguard the Services from access or use by any unauthorised person; and
 - 3.2.4. make no alteration to or modification of the whole or any part of the Software nor permit the Software or any part thereof to be combined with or become incorporated in any other programmes, nor decompile or disassemble the object code version of the Software nor attempt to do any of such things, save only according to the extent that such cannot be precluded by section 296A of the Copyright, Designs and Patents Act 1988.
- 3.3. In relation to the Users, the Customer undertakes that:
- 3.3.1. the maximum number of Users that it authorises to access and use the Services and the Documentation, and the maximum number of Benefit Statements in respect of which it uses the Services, shall not exceed the number of Users and Benefit Statements it has purchased from time to time;
 - 3.3.2. it will not allow or suffer any Access Details to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Services and/or Documentation; and
 - 3.3.3. each User shall keep a secure password for use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each User shall keep his password confidential.
- 3.4. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 3.4.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.4.2. facilitates illegal activity;
 - 3.4.3. depicts sexually explicit images;
 - 3.4.4. promotes unlawful violence;
 - 3.4.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.4.6. is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without Liability (subject to Clause 13.2) or prejudice to its other rights and remedies, to disable the Customer's access to any material that breaches the provisions of this Clause 3.4.
- 3.5. The Customer shall not:
- 3.5.1. access all or any part of the Services and Documentation in order to build a product or service which competes with the Subscription Services and/or the Documentation;
 - 3.5.2. use the Services and/or Documentation to provide services to third parties, except in respect of the exercise of the Service Bureau Rights;

- 3.5.3. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users; or
- 3.5.4. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, except to the extent permitted by this Agreement.
- 3.6. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.7. The rights provided under this Agreement. are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 3.8. The Customer shall ensure the compliance of Users, at all times during the term of this Agreement, with any access licence terms that the Supplier may incorporate into the Services from time to time..

4. THE SERVICES

- 4.1. The Supplier shall, in accordance with the terms of this Agreement, use its reasonable endeavours to provide to the Customer the relevant Services.
- 4.2. The Supplier warrants to the Customer that:
 - 4.2.1. it shall use its reasonable skill and care in making available the Software and in providing the Services; and
 - 4.2.2. its employees, agents and contractors have the necessary skill and qualifications to perform their respective roles in respect of the Services.
- 4.3. The Supplier shall use its reasonable endeavours to perform its obligations under this Agreement within any timescales set out in this Agreement, but, unless otherwise specifically stated in this Agreement, time shall not be of the essence in respect of such obligations.
- 4.4. The Supplier shall be responsible for the creation, deletion and maintenance of User Profiles, subject to the Customer providing to the Supplier such information as the Supplier reasonably requests from time to time and informing the Supplier of any change in the number of Users, or problems with User Profiles, immediately on discovery.
- 4.5. The Supplier shall not have any responsibility under this Clause 4 to the extent that any errors, defects, faults or issues in and to the Services are caused by any:
 - 4.5.1. acts or omissions, in either case by the Customer or on the Customer's behalf (except where the Supplier has given its express prior written consent); or
 - 4.5.2. changes, adjustments, modifications, alterations or amendments to the Software or the Services or any attempt to do so; in any such case by the Customer or on its behalf (except where the Supplier has given its express prior written consent).
- 4.6. Subject to Clause 13.2, the Supplier shall not have any Liability for any delays or failure to perform accurately its obligations if such delay or failure has been caused by any failure or delay by the Customer or by any breach by the Customer of this Agreement.
- 4.7. The Supplier does not warrant that the Services will meet the Customer's requirements. The Customer is responsible for ensuring that the Services are sufficient and suitable for its purposes.
- 4.8. The Supplier reserves the right, at its absolute discretion, to:
 - 4.8.1. make changes to the Services; and
 - 4.8.2. rename the Services.
- 4.9. The Users shall access the Services only using the Access Details.
- 4.10. The Customer warrants that it:
 - 4.10.1. has all necessary rights, consents and permissions to enter into this Agreement;
 - 4.10.2. shall, and shall procure that its employees, agents and contractors shall, co-operate with the Supplier and its employees, agents and contractors;
 - 4.10.3. shall comply with the Supplier's reasonable requests from time to time in connection with the Services;
 - 4.10.4. has the required skill and judgment to use the Software and the Services, and the Customer undertakes at all times to exercise the same in its use of the Services and the Customer accepts that it shall be exclusively responsible for all opinions, recommendations, advice or comments it makes or actions it takes arising out of such use; and

- 4.10.5. shall promptly inform the Supplier if the Customer discovers any errors or inaccuracies in the Services.
- 4.11. The Customer shall be responsible for ensuring that, and hereby warrants and undertakes to the Supplier that, its use of the Services does not interfere with another licensee's use of similar services or software.
- 4.12. The Customer shall be responsible for obtaining and paying for and having in place on or prior to the date of this Agreement, and maintaining, any necessary hardware, communications links, equipment and software in order to obtain access to the Services in accordance with this Agreement. It is the Customer's responsibility to ensure that all such hardware, communications links, equipment and software is adequate for such purpose and the Supplier will not be responsible or, subject to Clause 13.2, have any Liability, for any failure by the Customer to access the Services caused by the same being inadequate in any way.
- 4.13. The Supplier does not warrant that the provision of the Services will be uninterrupted or error-free, or that the same will meet the Customer's individual requirements. The Customer accepts responsibility for the selection of the Subscription Services to achieve its intended results and acknowledges that the Subscription Services have not been developed to meet the individual requirements of the Customer.
- 4.14. The Customer shall not use or access the Services in such a way as to cause the same to be interrupted, damaged, less efficient or in any way impaired.
- 4.15. The Customer shall:
- 4.15.1. protect and keep confidential all Access Details; and
 - 4.15.2. prohibit unauthorised access to the Services.
- The Customer is entirely responsible if it does not maintain the confidentiality of any passwords. All access made using a User's Access Details shall be deemed to have been made by or on behalf of the Customer (and the relevant User). The Customer shall immediately inform the Supplier upon becoming aware of any unauthorised use or attempted unauthorised use or access of the Services.
- 4.16. In the event that one of the Customer's employees who is a User leaves the Customer's employment, the Customer shall immediately inform the Supplier so that it can delete the relevant User Profile.

5. SUPPORT SERVICES

- 5.1. In consideration of payment of the Support Fees by the Customer, the Supplier shall operate a support facility in respect of the Subscription Services (the access details for which shall be available within the Subscription Services or by contacting the Supplier using the contact details set out in the Subscription Order Form) to assist the Customer during Business Hours in resolving any errors, defects, faults or issues it experiences with the Subscription Services (the "Support Services"). The Supplier shall use its reasonable endeavours to resolve such errors, defects, faults or issues within a reasonable time.
- 5.2. The Supplier shall have no obligation to provide the Support Services where errors, defects, faults or issues arise from:
- 5.2.1. misuse, incorrect use of or damage to the Subscription Services from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power;
 - 5.2.2. failure to maintain the necessary environmental conditions for use of the Subscription Services;
 - 5.2.3. use of the Subscription Services in combination with any equipment or software not designated by the Supplier for use with the Subscription Services, or any fault in any such equipment or software;
 - 5.2.4. use of the Subscription Services otherwise than in accordance with the Supplier's instructions from time to time;
 - 5.2.5. any breach of the Customer's obligations under this Agreement howsoever arising or having the Subscription Services maintained by a third party;
 - 5.2.6. any modification of the Subscription Services made by the Customer not authorised by the Supplier; or
 - 5.2.7. Customer or User error.
- 5.3. To enable the Supplier to provide the Support Services the Customer shall (subject to the Customer complying with applicable laws, including Data Protection Laws, and Clause 10):
- 5.3.1. on the Supplier's request and without charge, permit the Supplier to access all information, facilities and services for the performance of the Supplier's obligations under this Agreement, including remote access to the Customer's network, provision of access to a copy of the Customer's data via any appropriate secure manner as reasonably stipulated by the Supplier, co-operation of the Customer's staff and data preparation;
 - 5.3.2. inform the Supplier immediately on becoming aware of an error, defect, fault or issue in the Subscription Services or of any other circumstances which might materially affect the operation of the Subscription Services;

- 5.3.3. use the Subscription Services in accordance with the Documentation;
- 5.3.4. keep full security copies of all data (including Customer Data) processed by the Subscription Services in accordance with best practice;
- 5.3.5. ensure that all Users are properly trained in respect of use of the Subscription Services; and
- 5.3.6. ensure that all Users are given access to the Documentation at all times.

The Supplier shall have no Liability (subject to Clause 13.2) in respect of any failure by the Licensee to comply with this Clause 5.3. In the case of repeated or persistent breach of any of the provisions set out in Clause 5.3, the Supplier may, without notice, immediately terminate its obligations to provide Support Services to the Customer.

6. UPTIME

- 6.1. The Supplier shall use its reasonable endeavours, in accordance with good industry practice, to ensure that the Subscription Services are available to the Customer 99.89% of the time in any calendar month ("**Uptime Service Level**"). This availability refers to an access point on the Supplier hosting provider's backbone network being available on the Internet at large. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network, as the Customer is responsible for its own Internet access.
- 6.2. Availability does not include:
 - 6.2.1. Customer-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by the Supplier to perform the Subscription Services);
 - 6.2.2. outages or disruptions attributable in whole or in part to Events of Force Majeure;
 - 6.2.3. "**Scheduled Downtime**", meaning those times where the Supplier informs the Customer of periods of no availability five days prior to the commencement of such period. There will be no more than 12 hours of Scheduled Downtime per Year; and
 - 6.2.4. those times where the Supplier becomes aware of a vulnerability in the Subscription Services which, based on a risk assessment of the vulnerability, the Supplier deems to require immediate remediation and, as a result, the Subscription Services are made temporarily unavailable in order for the Supplier to address the vulnerability.
- 6.3. All measurements of availability are performed at five minute intervals and measure the availability of an availability test page within the Subscription Services within 30 seconds. Availability measurement begins on the first day of the first Year. 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.
- 6.4. If availability falls below the Uptime Service Level in a given calendar month ("**Service Delivery Failure**"), the Supplier shall credit the Customer's account by an amount calculated as the product of the total cumulative downtime (expressed as a percentage of the total possible uptime minutes in the month concerned) and the total Fees owed for that month ("**Service Credit**").
- 6.5. The Supplier shall not pay a Service Credit unless the Customer requests it within 30 days of the service-affecting event(s). The maximum Service Credit allowable in a given month is limited to an amount equal to the total Fees owed by the Customer for that month.
- 6.6. The Customer acknowledges and agrees that the terms of this Clause 6 relating to Service Credits constitute:
 - 6.6.1. a genuine pre-estimate of the loss or damage that the Customer would suffer as a result of the Supplier's Service Delivery Failure and are not intended to operate as a penalty for the Supplier's non-performance; and
 - 6.6.2. the Customer's sole and exclusive remedy for any Service Delivery Failure on the part of the Supplier.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Customer acknowledges that, as between the Parties, the Supplier and its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Services or the Documentation. The Customer shall not, for the duration of this Agreement or at any time after the termination of this Agreement, in any way question or dispute the Supplier's ownership (or its licensors' ownership) of any such rights.
- 7.2. The Customer shall not use or make use of the Services in any way which may be detrimental to the Supplier's reputation or interests. The Customer shall use the Service Bureau Rights in such a way as to ensure that any use of the Services as a service bureau shall be in accordance with this Agreement and shall afford to the Supplier and the Services

no less protection than is set out within this Agreement; in any event, prior to such use of the Services as a service bureau, the Customer shall obtain the approval of the Supplier of the contractual terms that the Customer proposes to have in place with its customers, where such approval may be withheld in the Supplier's absolute discretion.

- 7.3. If the Customer becomes aware of any infringement, or improper or wrongful use, of the Services, or any Intellectual Property Rights in them or any part of them, it shall promptly inform the Supplier of such use; at the Supplier's request and cost, the Customer shall assist the Supplier in taking any steps in connection with the protection or defence of the same.
- 7.4. The Customer undertakes that the Services shall not be used by the Customer or accessed by any of its employees or other person involved on its behalf for any purpose other than for the preparation of Benefit Statements under this Agreement, nor shall it be disclosed by the Customer to any other party.
- 7.5. The Customer grants to the Supplier a non-exclusive licence during the term of this Agreement to use the Customer's name, trade marks and branding images for the Supplier's marketing purposes including for use in case studies, advertising and other marketing collateral.

8. FEES AND RENEWAL

- 8.1. In consideration for the Supplier performing its obligations under this Agreement, the Customer shall pay the Fees to the Supplier.
- 8.2. All Fees are payable in advance.
- 8.3. The Supplier may issue invoices to the Customer for the Fees at such intervals as the Supplier may, at its absolute discretion, consider appropriate.
- 8.4. The Customer shall pay the Supplier for all Fees within 30 days after receipt of the Supplier's invoice.
- 8.5. The Customer shall pay the Fees by any payment method that the Supplier may stipulate from time to time. No payment shall be considered paid until the Supplier has received it in cleared funds in full.
- 8.6. Payment of the Fees shall be in the currency in force in England from time to time.
- 8.7. All sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.
- 8.8. If the Customer is late in paying any part of any monies due to the Supplier under this Agreement and such payment remains outstanding for seven days following the Supplier providing notice to the Customer of such outstanding payment, the Supplier may (without prejudice to any other right or remedy available to it whether under this Agreement or by any statute, regulation or bye-law) do any or all of the following:
 - 8.8.1. charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;
 - 8.8.2. recover its costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and
 - 8.8.3. suspend performance of this Agreement until payment in full has been made.
- 8.9. The Fees set out in the Subscription Order Form shall apply for the Year following that date on which that Subscription Order Form became legally binding under Clause 2.1. In respect of each subsequent Year, the Customer shall advise the Supplier in writing within 90 days prior to each such Year, of the number of Users and the Benefit Statements to be produced in the following Year by the Customer together with such additional information as may be requested by the Supplier from time to time. The Subscription Order Form shall be deemed to have been amended to include such additional information and the Supplier shall confirm to the Customer the revised Fees to be paid by the Customer for the forthcoming Year.
- 8.10. The Supplier shall be entitled to increase the Fees at any time by giving the Customer not less than 90 days' notice, such increase to take effect on the first day of the following Year. In the event that the Customer does not accept the increase in Fees, it shall be entitled to terminate this Agreement by giving to the Supplier not less than 30 days' notice, to take effect not later than the end of the then current Year.

9. USAGE STATEMENT

- 9.1. The Customer acknowledges that:
 - 9.1.1. use of the Services is restricted by the Limitations; and

- 9.1.2. the Services allow the Supplier to collect and record usage information through the Internet in the form of a Usage Statement. The Supplier is not obliged to collect and record this information, but may do so from time to time for any reason, including for the Supplier to verify that the Customer's use of the Services is in accordance with this Agreement. The Supplier's ability to collect and record such information does not, in any way, restrict the rights granted to the Supplier in this Clause 9 or anywhere else in this Agreement.
- 9.2. In the event that the Usage Statement shows that the number of Users or Benefit Statements is in excess of those in respect of which the Customer has been paying Fees, the Supplier may invoice the Customer for any additional Fees payable to the Supplier in respect of such excess usage. The Parties shall enter into a revised Subscription Order Form that reflects increased Fees based on the increased number of Users and/or Benefit Statements (and which shall replace the existing Subscription Order Form and form part of this Agreement) shown in the Usage Statement, and such increased Fees shall be payable by the Customer from the date on which each of the Parties has signed that revised Subscription Order Form in accordance with Clause 2.1.
- 9.3. The Customer may purchase additional Subscriptions in excess of the number set out in the Subscription Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Users, and in respect of such additional Benefits Statements, in consideration for the payment of applicable additional Fees, in accordance with this Agreement. If the Customer wishes to purchase additional Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional Subscriptions and respond to the Customer with approval or rejection of the request. Where the Supplier approves the request, the Parties shall enter into a revised Subscription Order Form that reflects the additional Subscriptions (and any additional Fees payable) which shall replace the existing Subscription Order Form and form part of this Agreement. The Supplier shall activate the additional Subscriptions within one Business Day of its approval of the Customer's request.

10. DATA PROTECTION

- 10.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 10.2. The Parties acknowledge that, for the purposes of Data Protection Laws, the Customer is the Data Controller and the Supplier is the Data Processor of any Personal Data. The nature and purpose of the Processing is set out in the Data Sharing Appendix.
- 10.3. Each Party confirms that it holds, and during the term of this Agreement will maintain, all registrations and notifications required in terms of the Data Protection Laws which are appropriate to its performance of the obligations under this Agreement.
- 10.4. Each Party confirms that, in the performance of this Agreement, it will comply with Data Protection Laws.
- 10.5. The Supplier will:
- 10.5.1. Process Personal Data only on documented instructions from the Customer, unless required to do so by Data Protection Laws or any other applicable law to which the Supplier is subject; in such a case, the Supplier shall inform the Customer of that legal requirement before Processing, unless that law prohibits the Supplier to so inform the Customer;
 - 10.5.2. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 10.5.3. take all measures required pursuant to Article 32 of the GDPR in respect of security of Processing;
 - 10.5.4. not commission any subcontractor in respect of Processing Personal Data without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed), and ensure that any such subcontractor the Supplier commissions complies with the provisions of this Clause 10 as if it was a Party;
 - 10.5.5. taking into account the nature of the Processing, assist the Customer by putting in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Laws, to the extent that such requests relate to this Agreement and the Supplier's obligations under it;
 - 10.5.6. assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing the Personal Data and the information available to the Supplier;
 - 10.5.7. at the Customer's option, delete (to the extent practicable) or return all the Personal Data to the Customer after termination of this Agreement or otherwise on the Customer's request, and delete existing copies (to the extent practicable) unless applicable law requires the Supplier's ongoing storage of the Personal Data;

- 10.5.8. make available to the Customer all information necessary to demonstrate the Supplier's compliance with this Clause 10.5, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; and
- 10.5.9. inform the Customer immediately if, in the Supplier's opinion, an instruction from the Customer infringes (or, if acted upon, might cause the infringement of) Data Protection Laws.
- 10.6. Each Party will notify the other Party as soon as is reasonably practicable if it becomes aware of a Personal Data Breach relating to either Party's obligations under this Agreement.
- 10.7. The Customer shall undertake appropriate data protection impact assessments to ensure that Processing of Personal Data complies with Data Protection Laws. The Supplier will provide the Customer with reasonable assistance, where necessary and upon the Customer's request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.
- 10.8. It is the Customer's responsibility to ensure that Personal Data is dealt with in a way that is compliant with Article 5(1) of the GDPR.
- 10.9. The Customer shall ensure that:
- 10.9.1. the Customer is able to justify the Processing of Personal Data in accordance with Article 6(1) of the GDPR (including, where applicable, obtaining any and all consents of Data Subjects required in order to commence the Processing), and that the Customer has recorded or documented this in accordance with the record keeping requirements of the GDPR;
- 10.9.2. where Personal Data falls within the Special Categories of Personal Data, Article 9(2) of the GDPR applies to that Personal Data before Processing takes place;
- 10.9.3. where Article 9(2) of the GDPR does not apply to any Personal Data falling within the Special Categories of Personal Data, no such data will be sent to the Supplier; and
- 10.9.4. the Customer has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.
- 10.10. In the event that the Supplier:
- 10.10.1. complies with the Customer's instructions in respect of Processing, the Supplier shall not have any Liability (subject to Clause 13.2) for any damage caused by Processing that Personal Data, or for any consequences in the event that such Processing otherwise infringes Data Protection Laws, to the extent that such damage or consequences result from the Supplier's compliance with such instructions; and/or
- 10.10.2. refuses to comply with the Customer's instructions in respect of Processing due to concerns that compliance will cause a breach of Data Protection Laws, the Supplier shall not have any Liability (subject to Clause 13.2) for any failure to follow such instructions.
- 10.11. The Customer agrees to indemnify the Supplier, and keep the Supplier indemnified and defend the Supplier at the Customer's own expense, against all costs, claims, damages or expenses incurred by the Supplier or for which the Supplier may become liable, due to any failure by the Customer or the Customer's employees or agents to comply with this Clause 10.

11. TERM AND TERMINATION

- 11.1. This Agreement shall commence on the date of this Agreement and shall continue for an initial period of one Year, and shall continue thereafter for further periods of one Year unless terminated by either Party giving to the other Party not less than 30 days' prior notice in writing expiring prior to the then current Year.
- 11.2. Without prejudice to any of the Supplier's rights or remedies, the Supplier may terminate this Agreement with immediate effect (or such other notice period as the Supplier sees fit in its absolute direction) by giving notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and such amount remains in default not less than 14 days after being notified to make such payment.
- 11.3. Either Party may (without prejudice to its other rights) terminate the Agreement at any time immediately by notice in writing to the other Party if:
- 11.3.1. the other Party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 10 Business Days of being notified of such breach by the Party;
- 11.3.2. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

- 11.3.3. the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; and/or
- 11.3.4. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.4. Termination of the Agreement, for any reason, shall be without prejudice to the rights and liabilities of either Party which may have accrued on or at any time up to the date of termination.
- 11.5. Termination of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.6. On termination of this Agreement for any reason:
- 11.6.1. the Customer's rights in respect of, and access to, the Software, the Service Bureau Rights (if applicable) and the Subscription Services shall cease;
- 11.6.2. the Supplier shall delete all Personal Data from its systems, to the extent practicable and except in respect of such Personal Data as the Supplier is required to retain by law; and
- 11.6.3. all outstanding Fees and any other sums due to the Supplier shall become immediately payable, whether invoiced or not.

12. CONFIDENTIALITY

- 12.1. Each Party shall keep the other Party's Confidential Information confidential and shall not:
- 12.1.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
- 12.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 12.
- Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.
- 12.2. A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:
- 12.2.1. it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and
- 12.2.2. it does so subject to obligations equivalent to those set out in this Clause 12.
- 12.3. A Party may disclose the Confidential Information of the other Party to the extent such Confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 12.4. The obligations of confidentiality in this Clause 12 shall not extend to any matter which either Party can show:
- 12.4.1. is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or
- 12.4.2. was independently developed by it; or
- 12.4.3. was independently disclosed to it by a third party entitled to disclose the same; or
- 12.4.4. was in its written records prior to receipt.
- 12.5. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.

- 12.6. The Supplier may identify the Customer as the Supplier's client and the type of services provided by the Supplier to the Customer, provided that, in doing so, the Supplier shall not reveal any of the Customer's Confidential Information (without the Customer's prior written consent).
- 12.7. On termination of this Agreement, each Party shall:
- 12.7.1. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 12.7.2. erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 12.7.3. certify in writing to the other Party that it has complied with the requirements of this Clause 12.7, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

13. LIMITATION OF LIABILITY

- 13.1. This Clause 13 prevails over all of this Agreement and sets forth the entire Liability of the Supplier, and the sole and exclusive remedies of the Customer, in respect of:
- 13.1.1. performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any goods, services or deliverables in connection with this Agreement; or
 - 13.1.2. otherwise in relation to this Agreement or entering into this Agreement.
- 13.2. Neither Party excludes or limits its Liability for:
- 13.2.1. its fraud; or
 - 13.2.2. death or personal injury caused by its Breach of Duty; or
 - 13.2.3. any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - 13.2.4. any other Liability which cannot be excluded or limited by applicable law.
- 13.3. Subject to Clause 13.2, the Supplier does not accept and hereby excludes any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.
- 13.4. Subject to Clause 13.2, the Supplier shall not have any Liability in respect of any:
- 13.4.1. loss of actual or anticipated profits;
 - 13.4.2. loss of contracts;
 - 13.4.3. loss of use of money;
 - 13.4.4. loss of anticipated savings;
 - 13.4.5. loss of revenue;
 - 13.4.6. loss of goodwill;
 - 13.4.7. loss of reputation;
 - 13.4.8. loss of business;
 - 13.4.9. ex gratia payments;
 - 13.4.10. loss of operation time;
 - 13.4.11. loss of opportunity;
 - 13.4.12. loss caused by the diminution in value of any asset;
 - 13.4.13. loss of, damage to, or corruption of, data (including the Customer Data) (except to the extent that that Party specifically has a responsibility to prevent loss of, damage to or corruption of, data under this Agreement); and/or
 - 13.4.14. indirect or consequential losses, damages, costs or expenses;
- whether or not such losses were reasonably foreseeable or the Supplier's agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 13.4.1 to 13.4.13 (inclusive) of this Clause 13.4 apply whether such losses are direct, indirect, consequential or otherwise.

- 13.5. Subject to Clause 13.2, the total aggregate Liability of the Supplier arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to breach of warranty) shall be limited to the greater of:
- 13.5.1. 110% of all amounts paid and total other sums payable, in aggregate, by the Customer to the Supplier under this Agreement in the 12 months prior to the date on which the claim first arose; and
 - 13.5.2. £500,000.
- 13.6. The limitation of Liability under Clause 13.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 13.7. The Customer acknowledges and accepts that the Supplier only provides the Subscription Services to the Customer on the express condition that the Supplier will not be responsible for, nor shall the Supplier have any Liability (subject to Clause 13.2) directly or indirectly for any act or omission of the Customer, or the Customer's employees, agents or subcontractors, or any third party (including Users).
- 13.8. The Customer acknowledges:
- 13.8.1. that the Supplier is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure of the Services to conform to the specification or any failure by the Supplier to discharge its obligations under this Agreement; and
 - 13.8.2. the Services have not been produced to meet the Customer's individual specifications.
- 13.9. Except where expressly provided for within this Agreement:
- 13.9.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no Liability (subject to Clause 13.2) for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and
 - 13.9.2. all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law.

14. FORCE MAJEURE

- 14.1. Subject to Clause 13.2, and save for any obligations in respect of the payment of Fees, neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under this Agreement which is caused by an Event of Force Majeure, regardless of whether the circumstances in question could have been foreseen. An "Event of Force Majeure" means any cause outside of the Party's reasonable control, including act of God, actions or omissions of third parties (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation.
- 14.2. Each Party agrees to inform the other Party upon becoming aware of an Event of Force Majeure, such information to contain details of the circumstances giving rise to the Event of Force Majeure.
- 14.3. The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 14.4. Each Party shall bear its own costs incurred by the Event of Force Majeure.
- 14.5. If the performance of any obligations is delayed under this Clause 14, each Party shall nevertheless accept performance as and when the other shall be able to perform.
- 14.6. If the Event of Force Majeure continues without a break for more than one month, either Party may terminate this Agreement immediately by notice to the other, in which event neither Party shall have any Liability (subject to Clause 13.2) to the other Party by reason of such termination.
- 14.7. If the Supplier has contracted to provide identical or similar services to more than one licensee and the Supplier is prevented from fully meeting its obligations to the Customer due to an Event of Force Majeure, the Supplier may decide at its absolute discretion which contracts it will perform and to what extent.

15. ASSIGNMENT

The Customer may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of its obligations under it, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

16. SEVERABILITY

- 16.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 16.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. WAIVER

- 17.1. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.2. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. NOTICES

- 18.1. Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or by email (provided that a confirmatory copy is given by hand or sent by pre-paid first-class post, recorded delivery or commercial courier in accordance with this Clause 18.1 within one Business Day of transmission).
- 18.2. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 18.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the time at which that email has been sent (where the confirmation of sending shall be conclusive evidence of proof that a notice was sent by email).
- 18.3. The provisions of this Clause 18 shall not apply to the service of any proceedings or other documents in any legal action.

19. THIRD PARTY RIGHTS

A person who is not a Party shall not have any rights under or in connection with this Agreement.

20. AMENDMENT

No change to this Agreement shall be binding unless it is agreed in writing, signed by the authorised representatives of each of the Parties and expressed to be for the purposes of such amendment.

21. NO PARTNERSHIP

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

22. GOVERNING LAW AND JURISDICTION

- 22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 22.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Data Sharing Appendix

Personal Data sharing purpose	The Software/Services allow(s) the Licensee/Customer to report information to HMRC on expenses and benefits received by employees.
Objectives and benefits of Personal Data sharing	To ensure legislative compliance with Income Tax (Earnings and Pensions) Act 2003.
Personal Data being shared	National Insurance Number, Date of Birth, Gender, Name, Address, email address.
The Licensee's justification for Processing Personal Data, in accordance with Article 6 GDPR	To ensure legislative compliance with Income Tax (Earnings and Pensions) Act 2003.
Sensitive Personal Data being shared	Not Applicable.
Media for sharing Personal Data	Internet/web via an HTTPS connection.
Persons between whom Personal Data will be transferred	Licensee, their employees and HMRC. PAS Ltd based on authorisation of a support request.
Frequency of Personal Data transfer	When Licensee chooses to send data to HMRC or when they request and authorise support from PAS Ltd.
How Personal Data is stored by the Supplier	The data is stored in a database hosted at an ISO27001 data centre and protected by NTFS and Windows Group Policy.
How long Personal Data is stored by the Supplier	At the discretion of the licensee (in line with HMRC recommendations).
How the Supplier will destroy Personal Data	Data is destroyed in line with the published Procedure for the Disposal and Destruction of Sensitive Data on Termination or request.