

PERSONAL AUDIT SYSTEMS LTD

Terms and Conditions to accompany Software Order Form for download, installation and use of P11D Organiser software (these “Software 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, created by the Licensee to allow access to the Software;

“**Agreement**” means these Software Terms and Conditions together with the Software Order Form and any document referred to in these Software Terms and Conditions or the Software Order Form;

“**Associates**” means subcontractors and other third parties who provide services to the Licensee solely for the internal business purposes of the Licensee;

“**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 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;

“**Business Hours**” means 9am to 5pm on Business Days;

“**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**”);

“**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 Software 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 Licensee which set out a description of the Software and the user instructions for the Software;

“**Event of Force Majeure**” has the meaning given to it in Clause 15.1;

“**Fees**” means the fees payable by the Licensee 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 Software 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 use the Software as specified in Clause 3.1.1 and subject always to the terms and conditions set out in this Agreement;

“Licensee” means the licensee of the Software and the Service Bureau Rights (if applicable), and recipient of the Support Services (and Other Services) under this Agreement, as stipulated in the Software Order Form;

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

“Limitation(s)” means the limitations on the use of the Software specified in this Agreement and in the Software 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 Licensee under this Agreement, as stipulated in the Software Order Form;

“Party” means either the Supplier or the Licensee, and **“Parties”** shall mean both of the Supplier and the Licensee;

“Permitted Hardware” means a personal computer (whether desktop or laptop or notebook) or a network controlled by the Licensee on which the Software is installed or through which the Software is accessed, meeting the minimum requirements specified by the Supplier from time to time;

“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 Licensee is the Data Controller and in relation to which the Supplier is the Data Processor and providing Support 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 Licensee to use the Software as a service bureau in respect of the Licensee’s customers;

“Services” means the licence of the Software and the Service Bureau Rights (if applicable) to the Licensee by the Supplier, the Support Services and the Other Services (if applicable);

“Software” means the P11D Organiser™ software product, as set out in more detail in such specification document as the Supplier may provide to the Licensee from time to time;

“Software Order Form” means the written document the Licensee 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 Licensee;

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

“Subscription” means the subscriptions purchased by the Licensee in respect of Users and Benefit Statements for use of the Software, as set out in the Software Order Form;

“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 6 but excluding any services relating to tax or other non-Software advice;

“Territory” means the United Kingdom;

“Usage Statement” means a statement confirming that the Software has 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 Software, with relevant Access Details;

“Users” means those of the Licensee’s employees who are authorised by the Licensee to use the Software; 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 Software 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.

2. AGREEMENT

- 2.1. The Software Order Form, when submitted by the Licensee to the Supplier, shall be in the form in which the Supplier requires from time to time. The submission by the Licensee to the Supplier of a signed Software Order Form constitutes an offer by the Licensee to purchase the Services subject to these Software Terms and Conditions. This Agreement shall be legally formed when the Supplier signs the Software Order Form signed by the Licensee, 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 Licensee of any advance payment of Fees as required under this Agreement.
- 2.2. In the event of a conflict between these Software Terms and Conditions and the Software Order Form and any document referred to in these Software Terms and Conditions or the Software Order Form, then
 - 2.2.1. the Software Order Form shall prevail over
 - 2.2.2. these Software 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 Licensee in whatever form and at whatever time. These Software Terms and Conditions apply to all Services. If the Licensee provides to the Supplier a purchase order for 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 Licensee’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 Licensee of the Fees and the Licensee agreeing to abide by this Agreement, the Supplier:
 - 3.1.1. shall provide the Licensee with the Documentation and access to download the Software over the Internet, suitable for installation of the Software onto the Permitted Hardware;

- 3.1.2. grants to the Licensee a non-exclusive, non-assignable, non-sublicensable, revocable licence to install and use the Software in the Territory for the term of this Agreement on the Permitted Hardware; and
- 3.1.3. if set out in the Software Order Form, the Supplier grants to the Licensee a non-exclusive, non-assignable, non-sublicensable, revocable licence in respect of the Service Bureau Rights.
- 3.2. The Licensee warrants that it shall:
 - 3.2.1. access the hyperlink provided to it by the Supplier, and follow the instructions available via that hyperlink, to download the Software over the Internet;
 - 3.2.2. use the Software in object code form for the purpose of processing the Licensee's data for the normal business purposes of the Licensee;
 - 3.2.3. install the Software into temporary memory or permanent storage on the relevant Permitted Hardware, provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed under this Agreement for use on each computer to which the Software is distributed;
 - 3.2.4. not exceed the number of Users permitted to use, or the number of Benefit Statements permitted to be processed by, the Software;
 - 3.2.5. 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 in any way whatsoever, except as permitted in this Agreement;
 - 3.2.6. use or access the Software only on the Permitted Hardware provided that, where the if the Permitted Hardware is rendered temporarily or permanently unusable, the Licensee may access the Software from and, where applicable, install (at its own expense), the Software on, any other replacement computer system within the Territory with the same or substantially the same specification as the Permitted Hardware and which is operated and controlled by or on behalf of the Licensee;
 - 3.2.7. effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorised person; and
 - 3.2.8. make no copies of the Software except those that are incidental to normal use of the Software.
- 3.3. Except as expressly stated in this Agreement, the Licensee has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Licensee, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Licensee shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction. The Licensee may not use any such information provided by the Supplier or obtained by the Licensee during any such permitted reduction to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

4. SOFTWARE

- 4.1. The Licensee may only use the Software for the number of concurrent Users authorised in the Software Order Form.
- 4.2. The Licensee shall be responsible for the creation, deletion and maintenance of User Profiles.
- 4.3. The Licensee shall:
 - 4.3.1. protect and keep confidential all Access Details;
 - 4.3.2. ensure that Users access the Software only via the Permitted Hardware using the Access Details; and
 - 4.3.3. prohibit unauthorised access to the Services.

The Licensee 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 Licensee (and the relevant User). The Licensee shall immediately inform the Supplier upon becoming aware of any unauthorised use or attempted unauthorised use or access of the Services.
- 4.4. The Licensee shall ensure the compliance of Users, at all times during the term of this Agreement, with any Software access licence terms that the Supplier may incorporate into the Software from time to time.
- 4.5. The Licensee 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 Licensee'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 14.2, have any Liability, for any failure by the Licensee to access the Software, or any failure by the Supplier to provide the Services, caused by the same being inadequate in any way.

- 4.6. The Licensee shall not, without the Supplier's express prior written consent (except as expressly permitted by this Agreement):
- 4.6.1. use, store, copy, download, sell, reseller, redistribute or otherwise deal with the Software or the Services in any manner or for any purpose except those expressly permitted in this Agreement;
 - 4.6.2. adapt or translate the whole or any part of the Services;
 - 4.6.3. permit any of the Software to be incorporated into any computer programmes;
 - 4.6.4. publish, sell, distribute, deal with or otherwise commercially exploit the Services;
 - 4.6.5. allow access to the Services by any person outside of the Licensee's organisation; or
 - 4.6.6. amalgamate the Software with any other software or use the Software as part of any other application.
- 4.7. The rights provided under this Agreement. are granted to the Licensee only, and shall not be considered granted to any subsidiary or holding company of the Licensee.

5. THE SERVICES

- 5.1. The Supplier shall, in accordance with the terms of this Agreement, use its reasonable endeavours to provide to the Licensee the relevant Services.
- 5.2. The Supplier warrants to the Licensee that:
- 5.2.1. it shall use its reasonable skill and care in providing the Services; and
 - 5.2.2. its employees, agents and contractors have the necessary skill and qualifications to perform their respective roles in respect of the Services.
- 5.3. 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.
- 5.4. Subject to Clause 14.2, the Supplier shall not have any Liability to the extent that any errors, defects, faults or issues in the provision of the Services are caused by any:
- 5.4.1. acts or omissions, in either case by the Licensee or on the Licensee's behalf (except where the Supplier has given its express prior written consent); or
 - 5.4.2. changes, adjustments, modifications, alterations or amendments to the Software or the Services or any attempt to do so; in any such case by the Licensee or on its behalf (except where the Supplier has given its express prior written consent).
- 5.5. Subject to Clause 14.2, 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 Licensee or by any breach by the Licensee of this Agreement.
- 5.6. The Supplier does not warrant that the Software or the Services will meet the Licensee's requirements. The Licensee is responsible for ensuring that the Software and the Services are sufficient and suitable for its purposes. The Licensee accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Licensee.
- 5.7. The Supplier reserves the right, at its absolute discretion, to:
- 5.7.1. make reasonable changes to the Services; and
 - 5.7.2. rename the Software.
- 5.8. The Licensee warrants that it:
- 5.8.1. has all necessary rights, consents and permissions to enter into this Agreement;
 - 5.8.2. shall, and shall procure that its employees, agents and contractors shall, co-operate with the Supplier and its employees, agents and contractors;
 - 5.8.3. shall comply with the Supplier's reasonable requests from time to time in connection with the Services;

- 5.8.4. has the required skill and judgment to use the Services, and the Licensee undertakes at all times to exercise the same in its use of the Services and the Licensee 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;
 - 5.8.5. shall promptly inform the Supplier if the Licensee discovers any errors or inaccuracies in the Services; and
 - 5.8.6. shall not use the Services in any way which may be in breach of any law, statute, regulation, bye-law or code of practice of any applicable jurisdiction.
- 5.9. The Licensee acknowledges that the Supplier cannot guarantee uninterrupted, timely or error-free access to the Software or the Services due to events beyond the Supplier's control (including operation of public and private networks by Internet service providers, telecoms providers and third parties) and the Supplier or its contractors or licensors may also need to carry out maintenance (whether planned or unplanned, and routine nor not) from time to time on the Services; however, the Supplier shall use its reasonable endeavours to:
- 5.9.1. minimise the amount of downtime of the Services; and
 - 5.9.2. give the Licensee reasonable warning in the event of planned maintenance and downtime.
- 5.10. The Licensee acknowledges that an Internet connection between the Permitted Hardware and the Supplier's licensing server is mandatory to facilitate licence activation and compliance. The Licensee 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 for such purposes. It is the Licensee'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 14.2, have any Liability, for any failures in, or in respect of, the Software and/or the Services caused by the same being inadequate in any way.
- 5.11. The Licensee 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.
- 5.12. The Licensee acknowledges that its use of the Services, whether by accessing, using, storing or otherwise dealing with the same, may from time to time be subject to certain laws, statutes, regulations, bye-laws and/or codes of practice, and the Licensee undertakes to comply with the same.

6. SUPPORT SERVICES

- 6.1. In consideration of payment of the Support Fees by the Licensee, the Supplier shall operate a support facility in respect of the Software (the access details for which shall be available within the Software or by contacting the Supplier using the contact details set out in the Software Order Form) to assist the Licensee during Business Hours in resolving any errors, defects, faults or issues it experiences with the Software (the "Support Services"). The Supplier shall use its reasonable endeavours to resolve such errors, defects, faults or issues within a reasonable time.
- 6.2. The Supplier shall have no obligation to provide the Support Services where errors, defects, faults or issues arise from:
- 6.2.1. misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power;
 - 6.2.2. failure to maintain the necessary environmental conditions for use of the Software;
 - 6.2.3. use of the Software in combination with any equipment or software not provided by the Supplier or not designated by the Supplier for use with the Software, or any fault in any such equipment or software;
 - 6.2.4. use of the Software otherwise than with the Permitted Hardware;
 - 6.2.5. relocation or installation of the Software by any person other than the Supplier or a person acting under the Supplier's instructions;
 - 6.2.6. any breach of the Licensee's obligations under this Agreement howsoever arising or having the Software maintained by a third party;
 - 6.2.7. any modification of the Software made by the Licensee not authorised by the Supplier; or
 - 6.2.8. Licensee or User error.
- 6.3. To enable the Supplier to provide the Support Services the Licensee shall (subject to the Licensee complying with applicable laws, including Data Protection Laws, and Clause 11):
- 6.3.1. on the Supplier's request and without charge, make available to the Supplier all information, facilities and services for the performance of the Supplier's obligations under this Agreement, including remote access to the Licensee's network, provision of access to a copy of the Licensee's data via any appropriate secure manner as reasonably stipulated by the Supplier, co-operation of the Licensee's staff and data preparation;

- 6.3.2. inform the Supplier immediately on becoming aware of an error, defect, fault or issue in the Software or of any proposed material change to the Permitted Hardware or of any other circumstances which might materially affect the operation of the Software;
- 6.3.3. use the Software in accordance with the Documentation;
- 6.3.4. keep full security copies of all data (including Licensee Data) processed by the Software in accordance with best practice;
- 6.3.5. ensure that all Users are properly trained in respect of use of the Software;
- 6.3.6. use only the current version of the Software;
- 6.3.7. ensure that all Users are given access to the Documentation at all times; and
- 6.3.8. promptly apply all updates to the Software as distributed to it by the Supplier.

The Supplier shall have no Liability (subject to Clause 14.2) in respect of any failure by the Licensee to comply with this Clause 6.3. In the case of repeated or persistent breach of any of the provisions set out in Clause 6.3, the Supplier may, without notice, immediately terminate its obligations to provide Support Services to the Licensee.

- 6.4. The Supplier will provide the Licensee with all releases of the Software that correct faults, add functionality or otherwise amend or upgrade the Software, generally made available to its customers. The Supplier warrants that no such release will adversely affect the then existing facilities or functions of the Software. The Licensee shall install all such releases as soon as possible after the Supplier makes each such release available to the Licensee. The Licensee acknowledges that the Support Services will only be made available by the Supplier in respect of the most recent release of the Software made available by the Supplier to the Licensee.
- 6.5. The Licensee acknowledges that any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product, will not be made available as part of this Agreement. The licence by the Supplier to the Licensee of any such new version shall be the subject to the payment by the Licensee to the Supplier of additional fees, on additional contractual terms.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Licensee 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 Licensee any rights to, under or in, any Intellectual Property Rights in respect of the Services or the Documentation. The Licensee 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 Licensee shall not reproduce, adapt, translate, arrange, make derivative works of or make available to any third party, either directly or indirectly, the Services or the Software, except in the manner and to the extent that and for so long as the Licensee is expressly permitted to do so in accordance with this Agreement, and the Licensee undertakes to take all necessary steps to prevent access to the Services and the Software by any person except those of its authorised Users who need to have access thereto for the purposes permitted by this Agreement.
- 7.3. The Licensee shall not use or make use of the Services or the Software in any way which may be detrimental to the Supplier's reputation or interests. The Licensee shall use the Service Bureau Rights in such a way as to ensure that any use of the Software as a service bureau shall be in accordance with this Agreement and shall afford to the Supplier and the Software no less protection than is set out within this Agreement; in any event, prior to such use of the Software as a service bureau, the Licensee shall obtain the approval of the Supplier of the contractual terms that the Licensee proposes to have in place with its customers, where such approval may be withheld in the Supplier's absolute discretion.
- 7.4. If the Licensee 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 Licensee shall assist the Supplier in taking any steps in connection with the protection or defence of the same.
- 7.5. The Licensee undertakes that the Services and the Software shall not be used by the Licensee 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 Licensee to any other party.
- 7.6. The Licensee grants to the Supplier a non-exclusive licence during the term of this Agreement to use the Licensee'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 Licensee shall pay the Fees to the Supplier.
- 8.2. All Fees are payable in advance.
- 8.3. The Supplier may issue invoices to the Licensee for the Fees at such intervals as the Supplier may, at its absolute discretion, consider appropriate.
- 8.4. The Licensee shall pay the Supplier for all Fees within 30 days after receipt of the Supplier's invoice.
- 8.5. The Licensee 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 Licensee 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 Licensee 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 Supplier shall be entitled to increase the Fees at any time by giving the Licensee not less than 90 days' notice, such increase to take effect on the first day of the following Year. In the event that the Licensee 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. WARRANTY

- 9.1. The Licensee acknowledges that:
 - 9.1.1. the Supplier is not and cannot be aware of the extent of any potential loss or damage to the Licensee 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;
 - 9.1.2. the Software has not been produced to meet the Licensee's individual specifications; and
 - 9.1.3. the Software cannot be tested in every possible combination and operating environment, and that it is not possible to produce economically (if at all) computer programmes known to be entirely error free or which operate in an uninterrupted manner.
- 9.2. Except where expressly provided for within this Agreement, 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.

10. USAGE STATEMENT

- 10.1. The Licensee acknowledges that:
 - 10.1.1. use of the Software is restricted by the Limitations; and
 - 10.1.2. the Software allows 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 Licensee's use of the Software 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 10 or anywhere else in this Agreement.
- 10.2. 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 Licensee has been paying Fees, the Supplier may invoice the Licensee for any additional Fees payable to the Supplier in respect of such excess usage. The Parties shall enter into a revised Software Order Form that reflects increased Fees based on the increased number of Users and/or Benefit Statements (and which shall replace the

existing Software Order Form and form part of this Agreement) shown in the Usage Statement, and such increased Fees shall be payable by the Licensee from the date on which each of the Parties has signed that revised Software Order Form in accordance with Clause 2.1.

- 10.3. The Licensee may purchase additional Subscriptions in excess of the number set out in the Software 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 Licensee wishes to purchase additional Subscriptions, the Licensee shall notify the Supplier in writing. The Supplier shall evaluate such request for additional Subscriptions and respond to the Licensee with approval or rejection of the request. Where the Supplier approves the request, the Parties shall enter into a revised Software Order Form that reflects the additional Subscriptions (and any additional Fees payable) which shall replace the existing Software Order Form and form part of this Agreement. The Supplier shall activate the additional Subscriptions within one Business Day of its approval of the Licensee's request.

11. DATA PROTECTION

- 11.1. The Licensee shall own all right, title and interest in and to all of the Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Data.
- 11.2. The Parties acknowledge that:
- 11.2.1. for the purposes of Data Protection Laws, the Licensee is the Data Controller and the Supplier is the Data Processor of any Personal Data; and
 - 11.2.2. the Personal Data shall be in respect of data shared by necessity by the Licensee with the Supplier for receipt of the Support Services only.

The nature and purpose of the Processing is set out in the Data Sharing Appendix.

- 11.3. 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.
- 11.4. Each Party confirms that, in the performance of this Agreement, it will comply with Data Protection Laws.
- 11.5. The Supplier will:
- 11.5.1. Process Personal Data only on documented instructions from the Licensee, 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 Licensee of that legal requirement before Processing, unless that law prohibits the Supplier to so inform the Licensee;
 - 11.5.2. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 11.5.3. take all measures required pursuant to Article 32 of the GDPR in respect of security of Processing;
 - 11.5.4. not commission any subcontractor in respect of Processing Personal Data without the Licensee'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 11 as if it was a Party;
 - 11.5.5. taking into account the nature of the Processing, assist the Licensee by putting in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Licensee'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;
 - 11.5.6. assist the Licensee in ensuring compliance with the Licensee'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;
 - 11.5.7. at the Licensee's option, delete (to the extent practicable) or return all the Personal Data to the Licensee after termination of this Agreement or otherwise on the Licensee's request, and delete existing copies (to the extent practicable) unless applicable law requires the Supplier's ongoing storage of the Personal Data;
 - 11.5.8. make available to the Licensee all information necessary to demonstrate the Supplier's compliance with this Clause 11.5, and allow for and contribute to audits, including inspections, conducted by the Licensee or another auditor mandated by the Licensee; and
 - 11.5.9. inform the Licensee immediately if, in the Supplier's opinion, an instruction from the Licensee infringes (or, if acted upon, might cause the infringement of) Data Protection Laws.

- 11.6. 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.
- 11.7. The Licensee shall undertake appropriate data protection impact assessments to ensure that Processing of Personal Data complies with Data Protection Laws. The Supplier will provide the Licensee with reasonable assistance, where necessary and upon the Licensee's request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.
- 11.8. It is the Licensee's responsibility to ensure that Personal Data is dealt with in a way that is compliant with Article 5(1) of the GDPR.
- 11.9. The Licensee shall ensure that:
 - 11.9.1. the Licensee 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 Licensee has recorded or documented this in accordance with the record keeping requirements of the GDPR;
 - 11.9.2. 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;
 - 11.9.3. 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
 - 11.9.4. the Licensee 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.
- 11.10. In the event that the Supplier:
 - 11.10.1. complies with the Licensee's instructions in respect of Processing, the Supplier shall not have any Liability (subject to Clause 14.2) 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
 - 11.10.2. refuses to comply with the Licensee'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 14.2) for any failure to follow such instructions.
- 11.11. The Licensee agrees to indemnify the Supplier, and keep the Supplier indemnified and defend the Supplier at the Licensee'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 Licensee or the Licensee's employees or agents to comply with this Clause 11.

12. TERM AND TERMINATION

- 12.1. 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.
- 12.2. 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 Licensee if the Licensee 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.
- 12.3. 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:
 - 12.3.1. 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;
 - 12.3.2. 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;
 - 12.3.3. 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

- 12.3.4. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.4. 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.
- 12.5. 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.
- 12.6. On termination of this Agreement for any reason:
 - 12.6.1. the Licensee's rights in respect of, and access to, the Software, the Service Bureau Rights (if applicable) and the Services shall cease;
 - 12.6.2. the Licensee shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so;
 - 12.6.3. 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
 - 12.6.4. all outstanding Fees and any other sums due to the Supplier shall become immediately payable, whether invoiced or not.

13. CONFIDENTIALITY

- 13.1. Each Party shall keep the other Party's Confidential Information confidential and shall not:
 - 13.1.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
 - 13.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 13.

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.

- 13.2. 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:
 - 13.2.1. it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and
 - 13.2.2. it does so subject to obligations equivalent to those set out in this Clause 13.
- 13.3. 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 13.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 13.4. The obligations of confidentiality in this Clause 13 shall not extend to any matter which either Party can show:
 - 13.4.1. 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
 - 13.4.2. was independently developed by it; or
 - 13.4.3. was independently disclosed to it by a third party entitled to disclose the same; or
 - 13.4.4. was in its written records prior to receipt.
- 13.5. 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.

- 13.6. The Supplier may identify the Licensee as the Supplier's client and the type of Services provided by the Supplier to the Licensee, provided that, in doing so, the Supplier shall not reveal any of the Licensee's Confidential Information (without the Licensee's prior written consent).
- 13.7. On termination of this Agreement, each Party shall:
- 13.7.1. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 13.7.2. erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 13.7.3. certify in writing to the other Party that it has complied with the requirements of this Clause 13.7, 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.

14. LIMITATION OF LIABILITY

- 14.1. This Clause 14 prevails over all of this Agreement and sets forth the entire Liability of the Supplier, and the sole and exclusive remedies of the Licensee, in respect of:
- 14.1.1. 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
 - 14.1.2. otherwise in relation to this Agreement or entering into this Agreement.
- 14.2. Neither Party excludes or limits its Liability for:
- 14.2.1. its fraud; or
 - 14.2.2. death or personal injury caused by its Breach of Duty; or
 - 14.2.3. 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
 - 14.2.4. any other Liability which cannot be excluded or limited by applicable law.
- 14.3. Subject to Clause 14.2, 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.
- 14.4. Subject to Clause 14.2, the Supplier shall not have any Liability in respect of any:
- 14.4.1. loss of actual or anticipated profits;
 - 14.4.2. loss of contracts;
 - 14.4.3. loss of use of money;
 - 14.4.4. loss of anticipated savings;
 - 14.4.5. loss of revenue;
 - 14.4.6. loss of goodwill;
 - 14.4.7. loss of reputation;
 - 14.4.8. loss of business;
 - 14.4.9. ex gratia payments;
 - 14.4.10. loss of operation time;
 - 14.4.11. loss of opportunity;
 - 14.4.12. loss caused by the diminution in value of any asset;
 - 14.4.13. loss of, damage to, or corruption of, data (including the Licensee 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
 - 14.4.14. 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 14.4.1 to 14.4.13 (inclusive) of this Clause 14.4 apply whether such losses are direct, indirect, consequential or otherwise.

- 14.5. Subject to Clause 14.2, 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:
- 14.5.1. 110% of all amounts paid and total other sums payable, in aggregate, by the Licensee to the Supplier under this Agreement in the 12 months prior to the date on which the claim first arose; and
 - 14.5.2. £500,000.
- 14.6. The limitation of Liability under Clause 14.5 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.
- 14.7. The Licensee acknowledges and accepts that the Supplier only provides the Services to the Licensee on the express condition that the Supplier will not be responsible for, nor shall the Supplier have any Liability (subject to Clause 14.2) directly or indirectly for any act or omission of the Licensee, or the Licensee's employees, agents or subcontractors, or any third party (including Users).
- 14.8. The Supplier shall not limit its Liability for failure to pay the Fees.

15. FORCE MAJEURE

- 15.1. Subject to Clause 14.2, 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.
- 15.2. Each Party agrees to inform the other 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.
- 15.3. 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.
- 15.4. Each Party shall bear its own costs incurred by the Event of Force Majeure.
- 15.5. If the performance of any obligations is delayed under this Clause 15, each Party shall nevertheless accept performance as and when the other shall be able to perform.
- 15.6. 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 14.2) to the other Party by reason of such termination.
- 15.7. 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 Licensee due to an Event of Force Majeure, the Supplier may decide at its absolute discretion which contracts it will perform and to what extent.

16. ASSIGNMENT

The Licensee 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).

17. SEVERABILITY

- 17.1. 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.
- 17.2. 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.

18. WAIVER

- 18.1. 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.
- 18.2. 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.

19. NOTICES

- 19.1. 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 19.1 within one Business Day of transmission).
- 19.2. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 19.1; 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).
- 19.3. The provisions of this Clause 19 shall not apply to the service of any proceedings or other documents in any legal action.

20. THIRD PARTY RIGHTS

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

21. 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.

22. NO PARTNERSHIP

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

23. GOVERNING LAW AND JURISDICTION

- 23.1. 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.
- 23.2. 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.
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	Data is stored in a database on the licensee's site and protected by NTFS and/or 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 stored in a database on the licensee's site and is deleted at the discretion of the licensee.