

Terms and Conditions

1. INTERPRETATION

1.1. In this Contract the following words have the following meanings:

"Availability" means 99% during the daily hours of 08:00 – 18:30 (London time), measured over each consecutive 3-month period (with the first such 3-month period commencing on the Start Date).

"Contract" means these terms and conditions including the Service Level Agreement and the Order. This Contract is formed (and becomes legally binding) when the parties complete and sign the Order.

"Customer" means the 'Customer' specified in the Order.

"Customer Data" means the materials or data inputted on, or uploaded to, the PIB Solution by, or on behalf of, the Customer or its users.

"Data Protection Legislation" means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of personal data to which a Party is subject, including (but not limited to) the Data Protection Act 2018 ("DPA") and the UK GDPR, and any and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the UK Information Commissioner's Office from time to time.

"Fee" means the 'Fees' specified in the Order.

"Fixed Term" means the 'Fixed Term' as specified in the Order.

"Maintenance" means the provision of 'maintenance releases' and / or 'new versions' as set out in paragraph 1.1 of the Service Level Agreement.

"Order" means the foregoing 'Order form', which when completed and signed incorporates these terms and conditions and constitutes this Contract.

"PIB" means PIB Risk Management Limited of Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

"PIB Solution" means the Products as made available by means of a managed (hosted) service in accordance with the terms of this Contract.

"Products" means the software product(s) selected in the Order, including any help files and documentation, all new releases, new versions, updates, and modifications thereto.

"Professional Services" means any professional services including consultancy, software development, configuration, and / or training specified in the Order.

"Professional Service Charges" means the 'Charges' for the Professional Services specified in the Order.

"Reports" has the meaning given to it in Clause 2.5.

"Service Level Agreement" means the 'Service Level Agreement' set out in the Schedule to these terms and conditions.

"Site" means a Customer location from which the PIB Solution will be accessed.

"Start Date" means the 'Start Date' specified in the Order.

"Support" has the meaning given to it in paragraph 2.1 of the Service Level Agreement.

"UK GDPR" means the retained regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data as amended and incorporated into English and Welsh law by the European Union (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and 2020 and as amended from time to time.

2. HOSTED SERVICE

- 2.1. From the Start Date and for the duration of this Contract, PIB shall use its reasonable endeavours to:
 - (i) make the PIB Solution available during the Availability period, except during Maintenance; and
 - (ii) make Support available for the Customer as specified at paragraph 4 of the Service Level Agreement.
- 2.2. By providing 30 days' written notice to the Customer (or such shorter period as is reasonable in the event of an emergency), PIB shall be entitled to provide Maintenance. During the provision of Maintenance, the PIB Solution may be unavailable. PIB shall use its reasonable endeavours to ensure that, during the provision of Maintenance, the PIB Solution will be unavailable for no more than 14 days in any calendar year.
- 2.3. PIB grants to the Customer a non-exclusive licence for the duration of this Contract to permit the Customer to use the PIB Solution for the Customer's internal business purposes solely from the Sites specified in the Order, subject to the terms of this Contract and provided that the Customer does not: (i) sub-license access to or, the use of the PIB Solution; and / or (ii) permit third parties to use (whether directly, or as part of a

managed service) the same. PIB warrants that it is authorised to enter into this Contract (and grant the licences herein).

- 2.4. The PIB Solution is commercially available and, except where agreed, has not been tailored to the Customer's requirements. Therefore, it is the Customer's responsibility to make reasonable efforts to understand and implement any working practice changes required to make successful use of the PIB Solution. The Customer further acknowledges that the PIB Solution is not free of bugs and errors.
- 2.5. PIB may from time to time agree to provide the Customer with risk assessment reports pursuant to this Contract ("**Reports**"). PIB grants to the Customer a non-exclusive and non-sublicensable licence to use the Reports solely for its internal business purposes for the duration of this Contract.
- 2.6. The Customer shall comply with all applicable laws and regulations with respect to its use of the PIB Solution and its activities under or pursuant to this Contract.
- 2.7. The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary: (i) for PIB to perform its obligations under this Contract; and (ii) to store and / or use the Customer Data on, with, or in relation to the PIB Solution.

3. PROFESSIONAL SERVICES

- 3.1. The provisions of this Clause 3 shall apply only if the Order specifies that PIB will provide Professional Services.
- 3.2. PIB shall provide the Professional Services in accordance with the agreed timescales, as specified in the Order, and the Customer shall pay the Professional Service Charges in accordance with Clause 5.

4. INTELLECTUAL PROPERTY

- 4.1. PIB and / or its licensors owns all copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trademarks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals ("**Intellectual Property Rights**") in: (a) the PIB Solution (including the Products); (b) any configurations and / or modifications to the PIB Solution (and / or the Products); (c) the Reports; and (d) all other materials provided to the Customer pursuant to this Contract.
- 4.2. The Customer shall promptly enter into such documentation as is reasonably required by PIB to

vest ownership of Intellectual Property Rights in accordance with Clause 4.1.

5. PAYMENT

- 5.1. Subject to Clause 6, the Customer shall pay the Fees and / or the Professional Services Charges in accordance with this Clause 5.
- 5.2. Unless otherwise specified in the Order, the Fee is payable monthly in advance and is due on the Start Date and thereafter is due at the beginning of each month. The Professional Service Charges, if applicable, are due on completion of the Professional Services.
- 5.3. PIB shall be entitled to raise and submit an invoice for the Fee and / or the Professional Service Charges on or after the date such falls due for payment. The Customer must pay PIB's invoices no later than 30 days after the date of the invoice.
- 5.4. All Fees and Professional Service Charges payable by the Customer to PIB under this Contract are exclusive of VAT which shall be payable by the Customer at the rate prevailing when they fall due.
- 5.5. By giving not less than 30 days' prior written notice to the Customer, PIB shall be entitled to increase the Fee on each anniversary of the Start Date (irrespective of the Fixed Term) in line with the Consumer Price Index (CPI) percentage for the most recent period of 12 consecutive months (for which figures are available), or by an additional 5% of the current Fees, whichever is the greater figure. If the increase is greater than the percentage for the most recent period of 12 consecutive months or by an additional 5% of the previous Fee, (whichever is the greater), by giving not less than 14 days' prior written notice to PIB, the Customer shall be entitled to terminate this Contract with effect from the date of the increase or any subsequent anniversary of that date.
- 5.6. If any sum payable under this Contract is not paid 14 days after the due date for payment under Clause 5.3, then (without prejudice to PIB's other rights and remedies) PIB reserves the right to: (i) charge statutory interest on that sum in the manner prescribed by, and at the then prevailing rate specified in, the Late Payment of Commercial Debts (Interest) Act 1998 (as amended); and / or (ii) suspend provision of the PIB Solution, Support and/or Professional Services until the overdue payment is paid in full, including any interest that may be due on such payment in accordance with Clause 5.6(i).
- 5.7. If at any time the Customer exceeds 5GB of data storage space on the PIB Solution in respect of any Site, PIB shall be entitled to charge the Customer, and the Customer shall pay, PIB's then current excess data storage fees for each such

Site. PIB's excess data storage fees are available on request.

6. THIRD PARTY PAYMENT ARRANGEMENTS

6.1. If PIB and the Customer agree that PIB will accept payment from a Third-Party Payer to fully or partially settle invoices raised by PIB under this Contract ("**Third Party Payment Arrangement**") then:

- 6.1.1. the Customer shall remain liable to pay each such invoice until such invoice is settled in full; and
- 6.1.2. the payment made by that Third-Party Payer to PIB in respect of any such invoice will be used by PIB to settle (fully or partially, as applicable) such invoice.

"**Third Party Payer**" means a third-party insurer or broker which has agreed to pay some or all of the Fees and / or Professional Service Charges due under this Contract on behalf of the Customer

6.2. The Customer shall notify PIB as soon as it becomes aware that the Third-Party Payer will or may stop making payments to PIB under the Third-Party Payment Arrangement.

6.3. In the event that the Third-Party Payer stops making payments to PIB under the Third-Party Payment Arrangement, on the Customer's written request, PIB agrees not to charge the Customer for the Fees during the Grace Period. The "**Grace Period**" is the period of ninety (90) days starting from the due date of the first invoice in respect of which the Third-Party Payer did not make a payment to PIB under the Third-Party Payment Arrangement.

6.4. The Customer shall be entitled to terminate this Contract at the end of the Grace Period by providing at least fourteen (14) days' prior written notice to PIB. If such notice is not received, the Customer shall be liable to pay the Fees and / or Professional Charges in accordance with Clause 5 for the period after the Grace Period.

7. TERM AND TERMINATION

7.1. This Contract shall commence on the Start Date and shall continue unless and until terminated by either party in accordance with Clause 6.4 or this Clause 7.

7.2. Either party shall be entitled to terminate this Contract: (i) on the date of expiry of the Fixed Term by giving the other party not less than 90 days' prior written notice; or (ii) on any anniversary of the date of expiry of the Fixed Term by giving to the other party not less than 90 days' prior written notice.

7.3. Either party shall be entitled to terminate this Contract immediately if the other party: (i) commits any material breach of this Contract and fails to

remedy that breach within 30 days of written notice of that breach (the 30 day period only applies where a breach is capable of remedy

- if it is incapable of remedy, this Contract may be terminated by written notice immediately); or (ii) being a company, shall pass a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court shall make an order to that effect; or, being a natural person, shall die, or (being a partnership or other unincorporated association) shall be dissolved; or shall cease to carry on its business or substantially the whole of its business; or it becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.

7.4. On termination of this Contract howsoever caused: (i) the Customer must promptly return to PIB all property belonging to PIB and erase or destroy all copies of such items and provide written certification of the same; (ii) all licences granted pursuant to this Contract shall terminate; (iii) the rights and duties created by Clauses 4, 5 (including accrued payment obligations of the Customer), 7.4, 7.5, 8, 11, 13, and 14 shall survive; and (iv) any rights of either party which arose on or before termination shall be unaffected.

7.5. Following termination of this Contract howsoever caused, and subject to the remaining provisions of this Clause 7.5, PIB is entitled to destroy any of the Customer Data in its possession and / or stored in the PIB Solution. Within a 30-day period from the date of termination of this Contract howsoever caused, at the Customer's request, PIB may agree to provide a copy of, or continued access to, the Customer Data in a manner, on terms, and at such charges, notified by PIB.

8. CONFIDENTIAL INFORMATION

8.1. Each party that receives ("**Receiving Party**") non-public business or financial information ("**Confidential Information**") from the other ("**Disclosing Party**"), whether before or after the date of this Contract shall: (i) keep the Confidential Information confidential; (ii) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clause 8.2 or 8.3; and

(iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Contract ("**Permitted Purpose**").

8.2. The Receiving Party may disclose Confidential Information to its own, or any of its officers,

directors, employees agents and advisers who reasonably need to know for the Permitted Purpose (each a **"Permitted Third Party"**), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 8 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Contract). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 8.

- 8.3. If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co- operate with any attempt by the Disclosing Party to obtain an order for providing for the confidentiality of such information.

9. DATA PROTECTION

- 9.1. In this Clause 9 the terms: **"Personal Data"**, **"Data Controller"**, **"Data Processor"**, **"Data Subject"**, **"Process"** (and **"Processing"** and **"Processed"** shall be construed accordingly) shall have the same meaning as in the Data Protection Legislation.
- 9.2. The parties acknowledge that the Customer is the Data Controller of the Customer's Personal Data and PIB is the Customer's Data Processor of the Customer's Personal Data. The details of such Processing are set out in Annex 1 (Data Processing Activities) to this Contract.
- 9.3. The Customer warrants that all Personal Data Processed by either party under or in connection with this Contract, has been obtained fairly and lawfully and, in all respects in compliance with the Data Protection Legislation.
- 9.4. You will ensure that you have all necessary appropriate consents and notices in place to enable lawful processing of the Personal Data by PIB for the duration and purposes of the Contract.
- 9.5. The Customer shall comply with all of its obligations under the Data Protection Legislation and shall fully indemnify and hold PIB harmless from and against any and all losses, damages, claims, costs and expenses (including, without limitation, reasonable legal expenses) suffered or incurred by or awarded against PIB as a result of or in connection with any breach by the Customer of this Clause 9 and/or the Data Protection Legislation.
- 9.6. PIB shall implement and maintain appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of,

or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

- 9.7. PIB shall Process the Personal Data only in accordance with documented instructions from the Customer, save where such instructions are unlawful, and / or where such instructions would cause PIB to breach its obligations under this Contract or any other agreement with a third party, and / or otherwise where such instruction delays or prevents performance, in which case PIB shall be granted relief from liability hereunder. Where PIB can reasonably demonstrate that such instructions shall result in PIB incurring cost or expense, then PIB shall be entitled to invoice the Customer its reasonable charges relating to the same, and the parties shall agree a written variation to the terms of this Contract to give effect to the same.
- 9.8. PIB shall ensure that all PIB employees and personnel who are involved in the Processing of Personal Data have committed themselves to confidentiality or are under statutory obligations of confidentiality concerning the Personal Data.
- 9.9. PIB shall not provide any third party with access to the Personal Data or sub-contract any of its obligations under this Contract that involve Processing Personal Data without the prior written approval of the Customer, not to be unreasonably withheld or delayed. The Customer confirms its approval that PIB shall be entitled to use the following sub-contractors:
- 9.9.1. Intradev Limited
 - 9.9.2. Amazon AWS Cloud
 - 9.9.3. Little Fish (UK) Ltd
- 9.10. PIB shall ensure that any sub-contract entered into by PIB (where Personal Data is Processed by such sub-contractor) contains provisions which comply with the Data Protection Legislation and in any event are no less onerous than those relating to Processing Personal Data as imposed under this Clause 9.
- 9.11. Taking into account the nature of the Processing, PIB shall assist the Customer (at the Customer's cost) by appropriate technical and organisational measures, to enable the Customer to comply with its obligations under the Data Protection Legislation to respond to requests from Data Subjects (insofar as this is possible).
- 9.12. PIB shall assist the Customer, at the cost of the Customer, to comply with the following obligations under the UK GDPR, taking into account the

nature of Processing and information available to PIB:

- 9.12.1. Article 32 (Security of Processing);
 - 9.12.2. Article 33 (Notification of a Personal Data breach to the supervisory authority) and Article 34 (Communication of a Personal Data breach to the Data Subject) – although the parties acknowledge that PIB shall only be required to communicate with the Customer regarding such data breaches;
 - 9.12.3. Article 35 (Data protection impact assessment); and
 - 9.12.4. Article 36 (Prior consultation).
- 9.13. PIB shall, on request, make available to the Customer, at the cost of the Customer, all information reasonably necessary to demonstrate compliance with the obligations imposed on PIB under this Clause 9 and / or the Data Protection Legislation, and allow for and contribute to audits, including inspections, conducted by the Customer or a third party auditor mandated by the Customer (which is not a competitor of PIB) for the purposes of demonstrating such compliance, provided that:
- 9.13.1. such audits are conducted no more than once every twelve (12) months, and
 - 9.13.2. the Customer procures that any such third-party auditor has entered into suitable confidentiality obligations with PIB.

PIB may apply its reasonable charges associated with the provision of any information, audit, and / or inspection.

- 9.14. PIB shall inform the Customer if in its opinion, any instruction received from the Customer infringes the Data Protection Legislation.
- 9.15. Unless required by law, PIB shall, upon termination or expiry of this Contract for whatever reason, at the option of the Customer (but in either event, at the Customer's cost), either securely delete or return all of the Personal Data to the Customer unless legally required to retain such data.

10. CUSTOMER'S DATA AND USE

- 10.1. The Customer shall not use, access, store, backup, distribute, or transmit any data or materials on, with, or in relation to, the PIB Solution that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images or content; (iv) promotes violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; (vi) is otherwise illegal or causes damage or injury to any person or property; (vii) contains Viruses; and / or (viii) infringes the rights of any third party.

- 10.2. The Customer is responsible for keeping: (i) its hardware and software environment; and (ii) log- on and password details for use of the PIB Solution, secure and protected against unauthorised access and use at all times. The Customer shall install, maintain, and use up-to- date Virus-checking software on all hardware and software used to access or use the PIB Solution.
- 10.3. For the purposes of Clauses 10.1 and 10.2, "**Virus**" means any software, code, file, programme, or data which may prevent, impair, or otherwise adversely affect the operation of or access to any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, including, without limitation, worms, trojan horses, malware, viruses, and other similar things or devices.
- 10.4. PIB reserves the right, without liability or prejudice to its other rights or remedies, to suspend and / or terminate the provision of the PIB Solution if there is any breach of Clauses 10.1 and / or 10.2.

11. LIABILITY

- 11.1. Neither party shall exclude or limit its liability for: (i) death or personal injury caused by its negligence; and / or (ii) fraud or fraudulent misrepresentation.
- 11.2. Subject to Clause 11.1, PIB shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and / or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract.
- 11.3. The Customer agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into this Contract and that its only remedies can be for breach of contract (unless the statement was made fraudulently).
- 11.4. PIB's Contractual Liability to the Customer shall not exceed the greater of: (a) two hundred per cent (200%) of the Fee payable for the Fixed Term; or (b) fifty thousand pounds (£50,000). "**Contractual Liability**" means liability howsoever arising under or in relation to the subject matter of this Contract that is not: (i) unlimited by virtue of Clause 11.1; or (ii) excluded pursuant to Clauses 11.2 and 11.3.
- 11.5. Except as expressly provided in this Contract, PIB hereby excludes any implied condition or warranty concerning the merchantability, quality or fitness for purpose of the Products or PIB Solutions whether such condition or warranty is implied by statute or common law.

12. CHANGES

- 12.1. Subject to Clause 12.2, no changes to this Contract shall be valid unless made in writing and signed by the authorised representatives of both parties.
- 12.2. PIB shall be entitled to vary the provisions of the Service Level Agreement by providing the Customer with not less than 90 days' prior written notice. In the event that the Customer objects to PIB's proposed changes, it shall be entitled to terminate this Contract with effect from the date that the changes were due to take effect, by giving to PIB not less than 30 days' prior written notice, whereupon PIB shall make a pro-rated refund to the Customer (on a daily basis from the effective date of termination) of any Fee that has been prepaid by the Customer for a period of this Contract that has been shortened by the early termination under this Clause 12.2.

13. DISPUTES

- 13.1. Any dispute arising under this Contract should first be escalated to the senior management of each party. If the dispute remains unresolved for more than 21 days, the parties will attempt in good faith to resolve the dispute in accordance with an alternative dispute resolution procedure recommended by the Centre for Effective Dispute Resolution. The foregoing provisions of this Clause 13.1 shall not apply to any disputes over recovery of a debt and shall not restrict either party from seeking injunctive relief.
- 13.2. This Contract is governed by the laws of England and, subject to Clause 13.1, the exclusive jurisdiction of the courts of England and Wales.

14. GENERAL PROVISIONS

- 14.1. **Assignment.** Neither party shall assign or otherwise transfer this Contract or any of its rights and duties under this Contract without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 14.2. **Publicity.** Each party may, with the other's prior written consent publicise the existence of this Contract in its sales and marketing literature. Each party undertakes that its sales and marketing literature shall in no way reduce or diminish the reputation, image and prestige of other party, its products, and / or services.
- 14.3. **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Contract.
- 14.4. **Relationship.** Nothing in this Contract shall render the Customer a partner or an agent of PIB and the

Customer shall not purport to undertake any obligation on PIB's behalf nor expose PIB to any liability nor pledge or purport to pledge PIB's credit.

- 14.5. **Force Majeure.** Neither party shall be in breach of this Contract to the extent that it is prevented from performing its duties and obligations under this Contract directly or indirectly as a result of a Force Majeure Event. "**Force Majeure Event**" means any event beyond the reasonable control of the relevant party, and includes, without limitation any: (i) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident; (ii) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (iii) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition; (iv) strikes, lock-outs or other industrial actions, or trade disputes; (v) difficulties in obtaining raw materials, labour, fuel, parts, or machinery; (vi) power failure or breakdown in machinery.
- 14.6. **Entire Agreement.** This Contract supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.
- 14.7. **Severance.** If any part of this Contract is held unlawful or unenforceable that part shall be struck out and the remainder of this Contract shall remain in effect.
- 14.8. **No Waiver.** No delay, neglect or forbearance by either party in enforcing its rights under this Contract shall be a waiver of or prejudice those rights.
- 14.9. **Notices.** All notices (which include invoices and correspondence) under this Contract shall be in writing and shall be sent to the address of the recipient set out in the Order or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by email immediately.
- 14.10. **No Bribery.** The Customer warrants that it: (i) has not committed and will not commit an offence under the Bribery Act 2010 in relation to this Contract or any other contract with PIB; and (ii) has adequate procedures (as defined in section 7(2) of that Act) in place to prevent its associated persons from committing an offence under the Bribery Act 2010.

Schedule Service Level Agreement

1. MAINTENANCE

- 1.1. PIB shall from time to time provide and install:
- (a) minor improvements, updates, enhancements, error corrections, upgrade scripts, and changes to the PIB Solution (each containing updates to the help files and documentation) ("**Maintenance Releases**"); and
 - (b) new releases, new versions, updates, and modifications to the PIB Solution that do not constitute New Products (defined below) (as generally available in accordance with PIB's timetable for releasing new versions as amended from time to time and available on request including updates to the help files and documentation) ("**New Versions**").
- 1.2. Nothing in this Contract shall entitle the Customer to any new version of the Products which from time to time is publicly marketed and offered for purchase by PIB 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 ("**New Product**").

2. SUPPORT

- 2.1. In response to errors in the PIB Solution reported to PIB's helpdesk in accordance with paragraph 4.1 (below), PIB will provide the service levels specified at paragraph 5 (below) provided the errors reported are not Out of Scope ("**Support**").
- 2.2. "**Out of Scope**" means errors that result directly or indirectly from the Customer's: (i) misuse or improper use of the PIB Solution; and / or (ii) combination, merger, or use of the PIB Solution with any hardware or software outside the Environment.
- 2.3. The parties may agree that PIB will provide certain support and maintenance services in respect of Out of Scope errors as professional services under a separate contract.

3. ENVIRONMENT

- 3.1. The "**Environment**" is PIB's recommended hardware and software environment for the Customer's use of the PIB Solution, as updated from time to time (the details of which are freely available from PIB on request). As at the date of this Contract, the Environment is as follows:
- (a) a PC, laptop, tablet, or mobile device connected to the Internet (with a recommended minimum download speed of 3Mbps) and running a supported version of an industry recognized Internet browser; and
 - (b) an email system enabling the receipt and reading of emails, which is set-up with a valid

- and working email address. The correct e-mail addresses will be required in the user setup within the PIB Solution; and
- (c) PDF reader software such as Adobe Acrobat Viewer; and
 - (d) for Online Training - an up-to-date media device capable of downloading media files (and playing audio files) and which uses one of the supported Internet browsers specified above. A broadband Internet connection with a minimum download speed of 10Mbps is recommended.

- 3.2. The Customer is responsible for procuring and maintaining the Environment and ensuring that it is kept up-to-date.
- 3.3. Maintenance Releases and New Versions may require enhancements to the Environment. PIB will advise the Customer if such enhancements are required. The Customer is responsible for procuring and implementing such enhancements. The parties may agree that PIB will provide assistance with implementation as professional services under a separate contract.

4. CONTACTING PIB

- 4.1. The Customer may only contact PIB during the Support Hours (defined below) and using the following helpdesk contact details:
 Helpdesk telephone 01777 861829
 Helpdesk email support@xcentasolutions.co.uk
- 4.2. "**Support Hours**" means any time between 09:00 – 17:00 (London time) Monday to Friday (excluding any public holidays in England);
- 4.3. References to hours in this Service Level Agreement do not include hours outside the Support Hours.

5. SERVICE LEVELS

- 5.1. PIB will assign a reported incident with a unique support number. If PIB determines that the reported incident is a fault or error with the PIB Solution and is within the scope of paragraph 2.1 (above) it will: (i) categorise the incident in accordance with the incident categories detailed at paragraph 5.4 (below); and (ii) deliver Solutions in accordance with the response times detailed below.
- 5.2. "**Solutions**" are fixes or workarounds that eliminate the incident or move the incident into a lower incident category, which are provided remotely, and which may (or may not) include PIB providing Maintenance.
- 5.3. If and when a Solution moves an incident into a lower incident category, the response times of that lower incident category shall apply from the moment that the incident is re-categorised.

5.4. Incident categories and responses:

Incident Category	Response
Priority 0 (Mission Critical)	
The system is <u>not operational</u> .	Reasonable efforts to start work within 1 hour and to provide a Solution within 8 hours of starting work.
Priority 1 (Business Critical)	
<u>Material functionality</u> is not available that is <u>critical</u> to the Customer's business and there is <u>no temporary / short term</u> workaround.	Reasonable efforts to start work within 1½ hours and to provide a Solution within 16 hours of starting work.
Priority 2 (Serious)	
Priority 1 where there <u>is</u> a temporary / short term workaround. OR <u>Important</u> but <u>non- material</u> or <u>non-critical</u> functionality is not available and there is <u>no</u> temporary / short term workaround.	Reasonable efforts to start work within 2 hours and to provide a Solution within 40 hours of starting work.
Priority 3 (Normal)	
<u>Important</u> but <u>non- material</u> or <u>non-critical</u> functionality is not available and there <u>is</u> a temporary / short term workaround.	Reasonable efforts to start work within 4 hours and to provide a Solution within 80 hours of starting work.
Priority 4 (Minor)	
Any incident that is not Priority 0, Priority 1, Priority 2, or Priority 3.	Reasonable efforts to start work within 4 hours and to provide a Solution within 160 hours of starting work.

Annex 1 - Data Processing Activities:

Purposes of Processing	As identified on Page 1 - Products, Software Products, PIB Solution and Profession Services.
Duration of Processing	Please refer to the term of contract.
Nature of Processing	Processing in relation to providing the xCenta System.
Description of data	Name, phone number, address, email address, date of birth, employment details,
Special categories of data	Use of the xCenta system can, but is not limited to, the recording of accident and ill health information.
Categories of Data Subjects	Categories of data subjects can include, but are not limited to, Employees, Contractors or Agents and members of the public.
Details of transfers outside of UK and EEA	All data held on servers located within the UK and EEA