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TRIBAL SOLUTIONS AND SERVICES AGREEMENT

TRIBAL EDUCATION LIMITED

And

HEALTH EDUCATION ENGLAND

Version 3.2.1 – Tribal SASA – FE/WBL – Maytas/e-track

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TRIBAL SOLUTIONS AND SERVICES AGREEMENT

THIS AGREEMENT, incorporating this Front Sheet ("**Front Sheet**") and the attached terms and conditions ("**General Terms**") and **Schedules**, is entered into between Tribal Education Limited (company number 04163300) ("**Tribal**") and the entity detailed below ("**Customer**") as of the Effective Date below.

Effective Date	1st April 2022
Customer	Health Education England A non-departmental body of the Department of Health and Social Care and as further defined in the General Terms
Services Overview (Summary of key deliverables)	Tribal will provide the Customer with the following: • Software as set out on this Front Sheet and detailed further in Schedule 3; • Core Support Services as set out at Schedule 9; • Tribal Software Support Services as set out at Schedule 10 • Tribal Cloud SaaS as set out at Schedule 12.
Software, Software Service and Support Services **This refers to the principal Software solutions being delivered, the Software Service and Type of Support Services for the Software. Schedule 3 details all of the Modules of the Software, the subject of this Agreement.**	Tribal will provide the Customer with the principal Software, the Software Service, and Type of Support as detailed below: **Table 1: Software, Software Service, Support Services and Service Level**

Software	Software Service	Type of Support Services	Service Level – Tribal Cloud SaaS
Maytas	Tribal Cloud SaaS	• Tribal Cloud SaaS;	Essential
		• Core Support Services	NA
		• Tribal Software Support Services.	NA

Term	Services are supplied to the Customer for an initial term of 12 calendar months (calculated from the Effective Date) (the "**Initial Term**") and thereafter renew automatically for the Renewal Term (as defined in clause 20.1), unless and until this Agreement is terminated, subject to payment of the Fees (as applicable), clause 20 and any delivery period or commencement date as otherwise set out in the Schedules.
Fees and Payment Terms	As set out in Schedule 8
Cloud Data Region	UK
Academic Pricing **(Not applicable to On Premise)**	Is Customer eligible for Academic Pricing – No
Site	On Premise Software shall be accessible at the following location only: Not applicable
Working Hours	The hours of 09:00 and 17:00 Monday to Friday inclusive (excluding public holidays in the Jurisdiction)

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Currency	All Fees payable under this Agreement shall be made in GBP (£)
Tribal's notice address and contact details	**Address**: Kings Orchard, Queen Street, St.Philips, Bristol, BS2 0HQ Email: xxxxxxxxxxx [redacted] Contact person: [redacted] Telephone: xxxxxxxxxx
Customer's notice address and contact details	**Address**: Waterfront 4, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY **Email:** [redacted] **Contact person**: [redacted] **Telephone**: [redacted]
Jurisdiction	The laws and courts of England.
Metrics for Services	The parties confirm that as at the Effective Date: **Table 2: Services and Metrics**

Software	Metric	Metric Level	Metric Band
Maytas	Learner Numbers	1,757	1,500-2,000

Any other information

Supersede Previous Agreements and number of Authorised and Permitted Users

1. Upon the Effective Date, this Agreement supersedes, replaces and terminates all previous agreements entered into between the parties with the same subject dealing matter, including:

   License and Support Agreement dated 12/5/2014 **(together the "Original Maytas Agreement").**

2. In the event that the Customer has prepaid Fees in accordance with the Original Maytas Agreement the which apply to a period after the termination of Original Maytas Agreement then the prepaid amount that is applicable **the post termination** obligations in to **period will be credited against the Customer's Schedule payment** 8 **–** Fees of this Agreement.

3. As a result of this Agreement the number of Maytas Authorised Users and Permitted Users is 56 (an increase of 10).

Implementation Services

4. No Implementation Services are being provided under this Agreement but information about these (such as day rate and project role) have been provided.

Purchase Order Number:

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This Agreement has been entered into on the Effective Date.

Signed for and on behalf of
TRIBAL EDUCATION LIMITED by its
duly authorised officer:

(signature)
[redacted]

(print name)
[redacted]

(position)

Signed for and on behalf of
the **CUSTOMER** by its
duly authorised officer:

(signature)
[redacted]

(print name)
[redacted]

(position)

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GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:**

In this Agreement (including the Front Sheet and Schedules), the words and expressions within this Agreement are defined in the General Terms and Schedules 1 to 17 (inclusive).

1.2 **Interpretation:**

In this Agreement (including the Front Sheet and Schedules) unless the context otherwise requires:

(a) reference to a person includes a legal person (such as a limited company) as well as a natural person;

(b) headings are for convenience only and shall not affect the construction of this Agreement;

(c) reference to "including" or any similar terms in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;

(d) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation;

(e) words in the singular include the plural and vice versa; and

(f) reference to "writing" or "written" includes email.

1.3 **Precedence.** In the event of a conflict between the General Terms, Schedules, the Front Sheet, Software and Service Documentation and any Key Documents (together "**Agreement**") the following shall take precedence:

(a) Schedule 2 (Data Protection Obligations);

(b) Schedule 16 (Change Request Agreement) (if applicable);

(c) Front Sheet;

(d) General Terms;

(e) Schedule 8 (Fees);

(f) Schedule 3 (Software);

(g) Schedule 9 (Core Support Services);

(h) Schedule 10 (Tribal Software Support Services);

(i) Schedule 11 (On Premise Managed Services);

(j) Schedule 12 (Tribal Cloud SaaS);

(k) Schedule 13 (Tribal Edge Software As A Service (**Tribal Edge SaaS**));

(l) Schedule 14 (Tribal Edge Dynamics Software as a Service (**Tribal Edge Dynamics SaaS**));

(m) Schedule 15 (Tribal Interfacing as a Service (**Tribal Interfacing As A Service**));

(n) Schedule 7 (Acceptance Testing);

(o) Schedule 5 (Implementation);

(p) Schedule 6 (Implementation Responsibilities);

(q) Schedule 17 (Professional Services) (if applicable);

(r) Schedule 4 (Specifications);

(s) Schedule 1 (Definitions);

(t) Software and Service Documentation; and

(u) Schedule 18 (Key Documents) (if applicable).

2. Services

2.1 **Tribal to Provide Services.** The Customer shall be provided with the services as set out in the Front Sheet and the Schedules which may include the Software, Software Services, Implementation Services, Core Support Services, Tribal Software Support Services, On Premise Managed Service, Tribal Cloud SaaS, Tribal Edge SaaS, Tribal Edge Dynamics SaaS, Professional Services, and any other service referred to in this Agreement (as appropriate) (collectively "**Services**", as the context requires).

3. GRANT AND SCOPE OF USE

3.1 **Software Service and Customer Rights**: In relation to the Software Service for the Software stated on the Front Sheet, and subject to full payment of the Fees (as applicable), and subject to the other provisions of this Agreement, including the

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Software Limitations set out in Schedule 3, Tribal grants to the Customer for the Term:

(a) **On Premise** - a non-transferable, non-exclusive, revocable and limited licence to access and use the On Premise Software subject to the Customer Obligations; and

(b) **Tribal SaaS and Cloud Services** - the right to access and use the Tribal SaaS and Cloud Services subject to the Customer Obligations, as applicable.

3.2 **Use of the Software and Service Documentation.** Subject to full payment of the Fees (as applicable), and subject to the other provisions of this Agreement, Tribal grants to the Customer a non-transferable, non-exclusive, revocable and limited licence for the Term to access and use the Software and Service Documentation, Proposal and any other Tribal provided materials.

3.3 **Permitted Use.** The Customer's use of the Software and Software Services is restricted to:

(a) the internal business requirements of the Customer only; and

(b) no other use, unless it has the prior written consent of Tribal, and the Customer acknowledges that additional fees may be payable on any change of use approved by Tribal.

3.4 **Customer Responsibilities.** The Customer shall be responsible for all access to and use of the Software and Software Service by its Authorised and Permitted Users. The Customer shall only provide its Authorised and Permitted Users with access to the Software via the Software Service approved by Tribal. The Customer shall immediately notify Tribal in the event that the Customer becomes aware of breach of this Agreement by any person.

3.5 **Customer Maintain Security and Confidentiality.** The Customer shall be responsible for ensuring the security and confidentiality of all log-on identifiers, including usernames and passwords, assigned to, or created by, the Customer and/or Tribal in order to access or use the Software and/or Software Service ("**ID**"). The Customer acknowledges and agrees that the Customer will be solely responsible for all activities that occur under such ID. The Customer shall promptly notify Tribal upon becoming aware of any unauthorised access to or use of the Software and/or Software Service and provide all reasonable assistance to Tribal to bring an end to such unauthorised access or use.

3.6 **Customer Obligations.** The Customer shall:

(a) comply with all applicable laws and regulations with respect to its activities;

(b) obtain and maintain all necessary licenses, consents, and permissions necessary for Tribal to perform its obligations, if any;

(c) use its reasonable endeavours to complete the Tasks for which it is responsible as set out in the Implementation Responsibilities;

(d) keep a complete and accurate record of the Customer's copying and disclosure of the On Premise Software, its location, and its Authorised Users, and produce such record to Tribal on request from time to time (including, without limitation, on expiry or termination of this Agreement);

(e) pay, for broadening the scope of the licences or Metric Band to cover the unauthorised use by a third party, an amount equal to the Fees which Tribal would have levied had it licensed or granted such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 9.5 from such date to the date of payment;

(f) in relation to On Premise Software, install it only at the Site, not copy the whole or any part of the Software, provided that the Customer shall be entitled to make an agreed, in writing, number of copies of the On Premise Software, such copies to be subject to the restrictions relating to use of the On Premise Software;

(g) reproduce on any copy of the Software and/or Software and Service Documentation, Tribal's copyright and trademark notices;

(h) not, in relation to Tribal Cloud SaaS, install the Software on the Customer's equipment;

(i) not translate, modify, adapt or create derivative works from the Software;

(j) not obscure, amend or remove any

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copyright notice, trademark or other proprietary marking on, or visible during the operation or use of, the Software, Software and Service Documentation or Third-Party Software;

(k) not attempt to discover or gain access to the source code for the Software or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software or Third-Party Software (except strictly to the extent that the Customer is permitted to do so under applicable law in circumstances under which Tribal is not lawfully entitled to restrict or prevent the same), including in order to:

(i) build a competitive product or service;

(ii) build a product using similar ideas, features, functions or graphics of the Software; or

(iii) copy any ideas, features, functions or graphics of the Software;

(l) not attempt to interfere with the proper working of the Software and/or Software Service and, in particular, must not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Software and/or Software Service or any associated website, computer system, server, router or any other internet-connected device;

(m) not separate the component parts of the Software for use on more than one hosted service without the prior written consent of Tribal;

(n) not introduce any software virus or other malware that may infect or cause damage to the Software or Software Service;

(o) in relation to On Premise Software, not merge or combine the whole or any part of the Software with any other software or documentation, save with the prior consent of Tribal;

(p) not resell, sublicence, rent, lease, sell, assign, lend, transfer, charge, novate or otherwise deal with the Software and/or Software Service and/or this Agreement, or use the Software and/or Software Service, for the benefit of anyone other than the Customer and not allow or permit a third party to do so;

(q) not allow the Software and/or Software Service to become the subject of any charge, lien or encumbrance without the prior written consent of Tribal;

(r) not deal in any other manner with any or all of its rights and obligations without the prior written consent of Tribal; and/or

(s) not use the Software and/or Software Service:

(i) in relation to On Premise Software only, to provide any application service provider offering, hosted services or bureau services;

(ii) to upload, store, post, email, transmit or otherwise make available any content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable or prohibited as set out in any acceptable use policy published online through the Software and/or Software Service, as updated by Tribal from time to time ("**Prohibited Content**");

(iii) to impersonate any person or entity or otherwise misrepresent the Customer's relationship with any person or entity;

(iv) to engage in any fraudulent activity or further any fraudulent purpose;

(v) to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United Kingdom or Australia or any foreign government as a terrorist organisation;

(vi) to "stalk" or otherwise harass

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another person;

(vii) to provide false identity information to gain access to or use the Software and Software Service;

(viii) to collect or store personal data about other users in connection with the Prohibited Conduct and activities set out in clauses 3.6(s)(i) to (vii); and/or

(ix) in a manner as prohibited by any third party service provider to Tribal in respect of the Software. Software Service or Services, as advised to the Customer from time to time,

and shall not permit any third party to do any of the foregoing.

4. IMPLEMENTATION AND USE

4.1 **Implementation Services.** If specified on the Front Sheet, Tribal shall provide the Implementation Services as set out in Schedule 5 and in accordance with the Specifications in Schedule 4 (if applicable) and in accordance with the Implementation Responsibilities in Schedule 6 (if applicable).

4.2 **Project Manager.** The Customer shall within 7 calendar days of the Effective Date, appoint for the Term, a Customer contact who is sufficiently expert and experienced in the Customer's business, the subject of this Agreement, and who is also sufficiently mandated with the authority of the Customer to make decisions on its behalf, who will be available to liaise with Tribal, and respond to queries from Tribal in respect of this Agreement within a reasonable timeframe ("**Project Manager**"). In the absence of the Customer's appointment of a Project Manager, the default appointment shall be the individual who made the initial request in respect of use of the Software and/or Software Service.

4.3 **Notify Changes to Project Manager.** The Customer shall promptly notify Tribal of any and all changes to the Project Manager (including, without limitation, contact details).

4.4 **Impact of Failure to Notify Changes.** In the event that the Project Manager fails to respond to Tribal, Tribal reserves the right to charge a reasonable fee for time spent contacting the Project Manager and/or contacting the Customer in respect of its failure to abide by its notification requirement in clause 4.2 and clause 4.3.

4.5 **Customer Assistance.** In order to achieve a successful Implementation, the Customer is responsible for undertaking those Tasks allocated to it in the Implementation Responsibilities detailed in Schedule 6.

4.6 **Cancellation of Implementation Services.** In the event that the Customer seeks to cancel booked Implementation Services prior to delivery, the Customer shall be required to pay the Implementation Services Cancellation Fees, provided that Tribal has used reasonable efforts to find alternative work for the relevant Tribal personnel.

4.7 **Approved Equipment.** In relation to the Software and/or Software Service the Customer shall ensure that the Software and/or Software Service are used on equipment of sufficient specification and functionality (as notified to it by Tribal) to enable the Software and/or Software Service to operate to the standards set out in the Software and Software Service Documentation, which includes approved browsers.

4.8 **Acceptance Testing.** The provisions in Schedule 7 shall apply in relation to the acceptance testing of the Services (as appropriate).

4.9 **Go Live.** On acceptance of the Software and/or Software Service in accordance with Schedule 7, the Software shall be deemed to Go Live ("**Go Live Date**").

5. SUPPORT SERVICES

5.1 **Provision of Support Services.** Tribal shall provide the Support Services in accordance with the relevant Schedules for the Type of Support Services set out on the Front Sheet.

5.2 **Reasonable Endeavours.** Tribal will use its reasonable endeavours to co-ordinate the provision of Support Services with the Customer so as not to interfere with the operations of the Customer.

5.3 **Support Requests.** In order for Tribal to be able to provide Support Services to the Customer, it will be necessary (and is a condition of this Agreement) for the Customer:

(a) to submit a Request to Tribal through the Customer Portal which includes, a detailed description of any Fault requiring Support Services (including

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where possible a screenshot), and the circumstances in which it arose, upon becoming aware of the Fault. The Customer shall provide such additional information and access as may be reasonably requested by Tribal to enable the Fault to be classified;

(b) to maintain the Software including installing all Major Releases;

(c) to ensure that appropriate arrangements are put into place to allow remote access to the system by modem, internet or some other appropriate arrangement in accordance with Customer remote access security policies and which are acceptable to Tribal; and

(d) to continue to maintain any system requirement in accordance with the minimum operating requirements as notified by Tribal or the owner thereof from time to time.

5.4 **Designated Customer Support Staff.** Support Services shall be provided to Designated Customer Support Staff only, unless otherwise agreed. Designated Customer Support Staff shall be properly and adequately trained to a level of competence in relation to the Software and/or Software Services, failing which Tribal shall not be required to provide Support Services to such individual.

5.5 **On-Site Support Services.** Except as specifically provided, the Customer acknowledges that any on-site support is outside the scope of Support Services and will be delivered by way of an agreed Change Request.

5.6 **Advance Notice of Material Changes.** The Customer acknowledges that from time to time, Tribal may update the Software and/or Software Service which may result in changes to the appearance and/or functionality of the Software and/or Software Service. Tribal shall advise the Customer, in advance, of any material changes that will occur in respect of the appearance and/or functionality of the Software and/or Software Service.

5.7 **Unsupported Period:** If a Customer fails to implement two consecutive Major Releases then the obligation on Tribal to provide Support Services will cease (**Unsupported Period**) and a warranty-free right to use shall come into immediate effect. During any Unsupported Period, the Customer's obligation to pay Support Service Fees (including as part of Annual Subscription Fees) will continue in accordance with the terms of the Agreement and all warranties, indemnities and liabilities in this Agreement, in respect of Tribal only, shall be suspended.

6. TRIBAL SAAS AND CLOUD SERVICES

6.1 **Tribal to Provide Services.** Tribal shall provide the Tribal SaaS and Cloud Services, as set out in the Front Sheet in relation to the Software and Software Services.

6.2 **Internet Connectivity.** In order to access Tribal SaaS and Cloud Services, the Customer is responsible for securing and maintaining internet connectivity.

6.3 **Cloud Provider.** Tribal is supported by a third party Cloud Provider for Tribal SaaS and Cloud Services. The following terms apply in relation to the Cloud Provider and its terms of service:

(a) Cloud Provider Changes its Terms of Supply: In the event that the Cloud Provider changes its terms, Tribal reserves the right to amend this Agreement. Tribal will inform the Customer of any such change and the effect (if any) on the Tribal SaaS and Cloud Services. The Customer's continued use and acceptance of the Tribal SaaS and Cloud Services, after such change, will be deemed agreement to such new terms; and

(b) Change of Cloud Provider: Tribal may, providing it is acting reasonably and has 1st provided 6 months' written notice to the Customer, change the Cloud Provider. Tribal must take all reasonable steps to minimise any disruption to the Tribal SaaS and Cloud Services including that any cutover is undertaken outside Working Hours and provides a testing environment to test the Tribal SaaS and Cloud Services once migrated to the new Cloud Provider Environment.

6.4 **Upgrade to Tribal SaaS and Cloud Services.** In the event that the Customer wishes to upgrade to Tribal SaaS and Cloud Services from an existing service then the Customer should complete a draft Change Request and deliver it to Tribal. Tribal will work with the Customer to prepare a Proposal in response to the draft Change Request, for the Customer. If Tribal and the

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Customer agree, then they will execute a Change Request.

7. ON PREMISE MANAGED SERVICE

7.1 **On Premise Managed Service.** Tribal shall provide the On Premise Managed Service as set out in Schedule 11 in relation to the Software, if stated as being part of the Software Service on the Front Sheet.

8. PROFESSIONAL SERVICES

8.1 **Services Outside Scope of this Agreement.** Any services outside the scope of the Implementation Services, Core Support Services, Tribal Software Support Services, On Premise Managed Service, Tribal Cloud SaaS, Tribal Edge SaaS and Tribal Edge Dynamics SaaS (including all requests post Go Live) or Excluded Support Services shall be considered "**Professional Services**" under this Agreement, unless otherwise agreed between the parties in writing.

8.2 **Customer Requested Questionnaires and/or Reports.** Tribal reserves the right to charge the Professional Services Fees to complete any Customer requested questionnaires (e.g. security) and/or reports (which are not part of the Services and require significant effort), in accordance with the Day Rates set out in Schedule 5.

8.3 **Provision of Professional Services.** Tribal shall provide the Professional Services as set out in Schedule 17 and/or as agreed between the parties from time to time by way of a Change Request.

8.4 **Cancellation of Professional Services.** In the event that the Customer requests and schedules Professional Services to be supplied, and seeks to cancel the Professional Services prior to delivery, the Customer shall be required to pay the Professional Services Cancellation Fees, provided that Tribal has used reasonable efforts to find alternative work for the relevant Tribal personnel.

8.5 **Customer Requirements.** In order for Tribal to be able to provide Professional Services to the Customer, the Customer shall

(a) If applicable, provide physical access to such premises of the Customer as Tribal shall reasonably require; and

(b) reimburse any reasonable Expenses incurred by Tribal where such expenses are (i) if applicable, incurred wholly and exclusively for the purpose of providing on-site services; (ii) the estimated cost or principals are agreed in advance with the Customer; and (iii) provided that any request for reimbursement is in the form of an invoice accompanied by receipts (if requested).

8.6 **On-site services.** Tribal may provide on-site services (e.g. training) subject to the Customer's written request and a minimum charge of 6 Working Hours, including travel to site (excluding breaks) unless otherwise agreed in writing.

9. FEES

9.1 **Payment of Fees.** The Fees payable under this Agreement by the Customer are detailed in Schedule 8 and shall be paid in the Currency, on the Due Date, without any set off, withholding or deduction whatsoever and in accordance with the Payment Terms.

9.2 **Expenses.** The Customer shall reimburse any reasonable Expenses incurred by Tribal where such expenses are (i) if applicable, incurred wholly and exclusively for the purpose of providing on-site services; (ii) the estimated cost or principals are agreed in advance with the Customer; and (iii) provided that any request for reimbursement is in the form of an invoice accompanied by receipts (if requested). Expenses are payable in accordance with the Payment Terms, unless otherwise provided in the Schedules.

9.3 **Data Charges.** The Customer acknowledges that it is responsible for all charges for internet access (including data usage) charged by its internet service provider.

9.4 **Exclusive of Taxes.** All Fees payable under this Agreement are exclusive of Taxes, for which the Customer shall be responsible.

9.1 **Disputed Amount.** In the event of any dispute as to the amount of an invoice:

(a) the Customer will promptly notify Tribal of a Dispute in relation to the amount of an invoice which shall include full particulars (and supporting evidence) detailing the dispute;

(b) the Customer will pay the undisputed amount within the Payment Terms;

(c) the parties must continue to perform

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their obligations under this Agreement; and

(d) the Customer will immediately invoke the Dispute Resolution procedure in clauses 27.

9.5 **Interest on Overdue Payments.** If the Customer fails to make any payment due to Tribal under this Agreement by the due date for payment, then, without limiting Tribal's remedies under clause 21, the Customer shall pay interest on the overdue amount at the Interest Rate per annum or, if lower, the maximum rate permitted by applicable law. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

10. FEE ADJUSTMENTS

10.1 **Agreed Metrics.** For each Metric, the parties have agreed the Metric Level and Metric Band for the Customer, initially as set out in the Front Sheet.

10.2 **Change to Metric Level.** During the currency of this Agreement any change to a Metric Level will be determined, as follows:

(a) **Student FTE Numbers** - by the Independent Arbiter;

(b) **PowerClient Concurrent Users** – by Tribal;

(c) **Tribal Dynamics Authorised Users** – by Tribal;

(d) **Customer Turnover** – by reference to the most recent (in the following order of preference):

(i) audited accounts (with an unqualified audit opinion); or

(ii) statutory declaration signed by the chief executive officer of the Customer; or

(iii) mutual agreement between the Customer and Tribal and if the parties cannot agree, to be determined by a chartered accountant mutually agreed (or failing agreement by the President of the Chartered Accountants Society in that Jurisdiction) at the expense of the parties to be mutually shared;

(e) **Learner Numbers** – by the Independent Arbiter.

10.3 **Change to Metric Band.** On the date that is two (2) months prior to each anniversary of the Effective Date, the Parties will determine each Metric Level (and the corresponding Metric Band) in accordance with clause 10.2. If the Metric Level for the Customer results in a new Metric Band, the Fees shall increase or decrease (as applicable) as set out in Schedule 8. Such Fees (as adjusted in accordance with this clause) will be incorporated on the next scheduled payment date (calculated in accordance with clause 9.1).

10.4 **Metric Baseline.** The Parties agree that clause 10.3 will not apply where a Metric Level is below the Metric Baseline. For clarity, there will be no decrease in Fees in relation to a Metric Level which falls below the Metric Baseline.

10.5 **Notify Change to Metric Level.** The Customer must advise Tribal within 30 calendar days:

(a) of any change in a Metric Level that is greater than 10% of the then current Metric Level (for example as a result of, but not limited to, a merger or acquisition) – whether such change occurs as a result of a single event or is cumulative within a Contract Year; or

(b) Student FTE Number (if applicable) - the Independent Arbiter publishing a new Student FTE Number;

(c) Customer Turnover (if applicable) – a new Customer Turnover is determined in accordance with 10.2(d); or

(d) Any change in Learner Numbers greater than 250 of the then current Metric Level (if applicable) – a New Learner Number is determined in accordance with clause 10.2,

and in such event (irrespective of the Customer notifying Tribal) the Fees payable by the Customer will be adjusted as set out in Schedule 8 on a pro rata basis for the current Contract Year.

10.6 **Fee Increases.** Tribal shall be entitled to increase the Fees upon each anniversary of the Effective Date by the percentage increase in the most recently published Annual Fee Increase Benchmark specified in Schedule 8.

10.7 **Cloud Provider Fees Adjustments.** Tribal

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is supported by a third-party Cloud Provider who charges Tribal in United States Dollars (USD) which may result in exchange rate fluctuations which adversely impact the Tribal SaaS and Cloud Services Fees. If applicable, the Parties agree to adjust (up or down) the Tribal SaaS and Cloud Services Fees as detailed in Schedule 8.

10.8 **Academic Pricing.** If stated on the Front Sheet, the Customer warrants that it is eligible for Academic Pricing in accordance with the Cloud Provider's pricing model, as at the Effective Date and will continue to eligible during the Term. The Customer will immediately inform Tribal if it ceases to be entitled to the Cloud Provider's Academic Pricing. In the event that the Customer ceases to be entitled to the Cloud Provider's Academic Pricing, then the Fees will be adjusted from the date that the Customer ceased to be ineligible for the Cloud Provider's Academic Pricing and the Customer indemnifies and agrees to keep Tribal indemnified for any losses as a result of a breach of this clause.

11. CHANGE CONTROL

11.1 **Making Changes.** Where the Customer or Tribal wishes to make a change to this Agreement or part thereof, either party may at any time request such change, and a Change Request shall be submitted by the party requesting the change to the other party. Such change shall be agreed by the parties only once the Change Request is signed by both parties.

11.2 **Agreement Applies Until Change is Agreed.** Until a change is made in accordance with this clause, the Customer and Tribal shall continue to perform this Agreement in compliance with its existing terms.

11.3 **Change Request Fees.** All fees in relation to a Change Request shall be detailed in the Change Request.

12. CONFIDENTIALITY, PUBLICITY AND NON-SOLICIT

12.1 **Confidentiality.** Each party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except, subject to clause 12.2, its employees, agents, sub-contractors and professional advisers or as may be required by any law or any legal or regulatory authority or stock exchange) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates ("**Confidential Information**"), unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party, or a request received by a party for disclosure of any information relating to the other party pursuant to Freedom of Information laws (if any in the Jurisdiction), provided that in the party's compliance with this clause, it shall not disclose any such information until such time as it has obtained a view from the other party as to whether such information should be subject to disclosure or not, and shall take reasonable account of such view in deciding whether or not disclosure is required. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

12.2 **Confidentiality of Employees, Agents, Sub-Contractors and Sub-Processors.** Without limiting the provisions of clause 12.1, each party shall (and shall procure that all relevant employees, agents and sub-contractors, and any sub-processors appointed in accordance with Schedule 2, shall) keep confidential the Confidential Information and limit access to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Confidential Information, subject to each such person of the party being bound by an obligation of confidentiality equivalent to this clause.

12.3 **Public Announcement.** Subject to clauses 12.1 and 12.4, neither party shall make, or permit any person to make, any public announcement concerning this Agreement, without the prior written consent of the other party unless otherwise agreed on the Front Sheet (and, if such consent is given, the announcement shall not extend to the commercial terms (including Fees) of this Agreement).

12.4 **Marketing and Statutory Reporting.** Tribal may use the Customer's name and logo for marketing purposes with the consent of the

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Customer, such consent not to be unreasonably withheld or delayed. Tribal reserves the right to use descriptions and/or examples of the Customer's use of the Software in its statutory and public announcements. Tribal may also reference and link to the Customer's website.

12.5 **Non-Solicitation.** Neither party shall without the prior written consent of the other party, either during the Term or at any time during the period of 6 calendar months following the date of termination or expiry of this Agreement, solicit or endeavour to solicit away from the other party or its Affiliates, or be directly involved in the employment or engagement of any person with whom the first party has had dealings or contact (other than on a de minimis basis) in the course of the Term and who is as at the date of termination or expiry of this Agreement, or was at any time during the period of 6 calendar months prior to the date of termination or expiry of this Agreement, employed or engaged by the other party and/or its Affiliate. This clause does not apply in relation to a bona fide public job advertisement or any other general solicitation of employment (including through recruitment agencies) not directed solely to any such person.

13. EXPORT

13.1 **Export.** Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which any government (or any agency thereof), at the time of export, requires an export licence or other governmental approval without first obtaining such licence or approval.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 **No Transfer.** Except for as expressly stated in this Agreement, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

14.2 **Ownership of Intellectual Property Rights.** The Customer acknowledges (and shall inform all relevant employees, agents and sub-contractors accordingly) that all Intellectual Property Rights in the Software, Software Service, Software and Service Documentation, and Services (including any material that Tribal creates whilst undertaking the Services) and the Tribal brand ("**Tribal IPR**") belong to Tribal or the relevant third party owners (as the case may be), and the Customer shall have no rights in or to Tribal IPR other than the right to use it in accordance with the terms of this Agreement. Except as expressly permitted by this Agreement, the Customer may not use any of Tribal IPR's without Tribal's prior written consent.

14.3 **Intellectual Property Rights in Reports.** In the event that a deliverable created pursuant to any Services is a written report for the Customer, then the Customer acknowledges that it will own the physical media on which the report is supplied (if any) but that all Tribal IPR in the report remains Tribal IPR and the Customer shall have no rights in or to such Tribal IPR other than the right to use it in accordance with the terms of this Agreement.

14.4 **Ownership of Customer Created Intellectual Property Rights.** The Customer acknowledges that it may create Intellectual Property Rights as a result of a request for unique configurations, preparing a Change Request and/or implementation and integration of the Software, Software Service and Servicers with the Customer's systems and/or equipment ("**Customisations**") or by improving or suggesting improvements of Tribal IPR to Tribal. Any and all improvements and Customisations to the Tribal IPR suggested by the Customer which results in the creation of Intellectual Property Rights shall be owned by Tribal. The Customer hereby assigns any and all rights to such Intellectual Property Rights in respect of the Tribal IPR to Tribal and waives its moral rights and/or shall procure a waiver of moral rights in respect thereof. The Customer shall execute and deliver or procure the execution and delivery of such documents and perform such acts as may be required for the purpose of giving full effect to this clause.

14.5 **Notify of Wrongful Use of Intellectual Property Rights.** The Customer shall promptly bring to the attention of Tribal any improper or wrongful use of any Tribal IPR which comes to the Customer's notice. The Customer shall assist Tribal, at Tribal's expense, in taking all steps to defend Tribal's IPR's but will not institute legal proceedings of its own accord and without Tribal's consent.

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14.6 **Limited Licence to Use Each Party's Intellectual Property Rights.** Subject to any other terms expressly agreed by the parties, each party grants the other a non-transferable, non-exclusive, revocable and limited licence of such of its Intellectual Property Rights as are necessary to enable the other party to fulfil its obligations under this Agreement or make use of the Services supplied under this Agreement and for the Term of this Agreement, but not otherwise.

15. DATA PROTECTION

15.1 **Data Protection**: Each party will comply with applicable Data Protection Law.

15.2 **UK and/or EEA Data Protection Law**: If UK and/or EEA Data Protection Law applies to the processing of personal data under this Agreement, the provisions of Schedule 2 shall apply in relation to data protection obligations between the parties in respect of such processing.

15.3 **Tribal Global Service Desk**: The Customer acknowledges that in providing the Services, Tribal operates a global service desk via its Affiliates which may store or process any Data or other personal data/information collected by Tribal in connection with the Services. All Tribal Affiliates are contractually bound to adhere to the same high level of security and data privacy as set out in the Data Protection Law. In the circumstances, the transfer of personal data/information outside the Jurisdiction to Tribal Affiliates as part of its global service desk operations to deliver the Services to the Customer is authorised.

15.4 **Data Sovereignty.** For clarity, the Cloud Data Region is as specified on the Front Sheet.

16. DISASTER RECOVERY

16.1 **Disaster Recovery Plan.** Tribal must ensure that its disaster recovery and business continuity plan ("**Disaster Recovery Plan**") reflects good industry practice in relation to the planned continuity provisions of the Services where there is a Disaster Recovery Event and enables the Services to be recovered where these are impacted by a Disaster Recovery Event, in accordance with this Agreement, including the Service Level Targets, except as specifically agreed by the Customer.

16.2 **Implementation of Disaster Recovery Plan.** If a Disaster Recovery Event occurs that makes performance of the Services impossible, Tribal must take all commercially reasonable steps to recover the Services in accordance with the Disaster Recovery Plan.

17. WARRANTIES

17.1 **Tribal Warranties.** Tribal warrants that:

(a) its title to the Software is free and clear of encumbrances;

(b) it has the right, power and authority to license the On Premise Software and Software and Service Documentation and/or provide the Software Services and the Third-Party Software, as contemplated by this Agreement;

(c) the Software and Software Service shall, under normal operating conditions, substantially conform to the Specification and will be materially free from errors; and

(d) the Services will be provided with reasonable skill and care.

17.2 **Remedy for Breach of Warranty.** If any of the warranties in clause 17.1 is breached, the Customer must notify Tribal as soon as possible. The Customer must give Tribal a reasonable time to fix the problem, including (in Tribal's discretion) by making available a corrected version of the Software and/or Software Service (as the case may be) or a reasonable way to work around the problem that is not materially detrimental to the Customer and/or by re-performing any relevant Services. This will be done without any additional charge to the Customer. If Tribal is able to do this within a reasonable time, this shall be the Customer's sole and exclusive remedy in relation to such breach and Tribal will, subject to the terms herein, have no other obligation or liability in relation to such breach.

17.3 **No Warranty – Error Free.** Tribal does not warrant that the use of the Software and/or Software Service will be uninterrupted or error-free.

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17.5 **No Warranty – Open Source.** The Customer acknowledges that any Open Source Software provided by Tribal as a standalone solution are provided "as is" and expressly subject to the disclaimer in clause 17.6.

17.6 **No Warranty – Implied.** Except as expressly set out in this Agreement, all other conditions, warranties or other terms which be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, or which might otherwise have effect between the parties (including any terms contained in any purchase order issued by the Customer) are hereby excluded, including any implied terms as to satisfactory quality or fitness for purpose.

18. INDEMNITIES

18.1 **Tribal Indemnity.** Tribal shall indemnify the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses finally awarded against the Customer by a court of competent jurisdiction as a result of or in connection with any claim by a third party that the Customer's use of the Services infringes the Intellectual Property Rights of any third party.

18.2 **Customer Indemnity.** The Customer shall indemnify Tribal from and against any losses, damages, liability, costs (including legal fees) and expenses finally awarded against Tribal by a court of competent jurisdiction and/or amounts paid by the Customer further to a final settlement approved by Tribal, to the extent resulting from any claim by a third party that the Customer's use of the Agreement contrary to its terms, or the Customer's amendments or variation of the Services (to the extent they have not been approved or authorised by Tribal) infringes the third party's Intellectual Property Rights.

18.3 **No Liability to Indemnify.** The indemnifier in each case shall have no such liability if the other party:

(a) does not notify the indemnifier in writing setting out full details of the relevant action, demand or claim ("**Claim**") of which it has notice as soon as is reasonably possible;

(b) makes any admission of liability or agrees any settlement or compromise of the relevant Claim without the prior written consent of the indemnifier (which shall not be unreasonably withheld or delayed);

(c) does not let the indemnifier at its request and own expense have the conduct of or settle all negotiations and litigation arising from Claim; or

(d) does not, at the indemnifier's request and own expense, give the indemnifier all reasonable assistance in the circumstances described above.

18.4 **Tribal Obligations.** If any Claim is made, or in Tribal's reasonable opinion a Claim is likely to be made, against the Customer, Tribal may at its sole option and expense:

(a) procure for the Customer the right to continue to use the Services (or any part thereof) in accordance with the terms of this Agreement;

(b) modify the relevant Services so that they cease to be infringing without incurring a material diminution in performance or function; or

(c) replace the relevant Services with non-infringing Services provided that such substitutes do not entail a material diminution in performance or function than that of the Services;

provided that if Tribal modifies or replaces the Services, the modified or replacement Services must comply with the warranties contained in clause 16.

18.5 **Customer Right to Terminate.** If Tribal, in its reasonable judgment, is not able to exercise any of the options set out in clause 18.4 within 90 calendar days of the date it received notice of the Claim it shall so notify the Customer who shall be entitled to terminate this Agreement by 14 calendar days' notice in writing to Tribal.

18.6 **Exclusions to Tribal Indemnity.** Tribal shall have no liability to indemnify the Customer if the relevant Claim results from:

(a) possession or use of any of the Software (or any part thereof) and Software Services by the Customer other than in accordance with the terms of this Agreement;

(b) any unauthorised alteration, modification or adjustment to any of the Software and/or Software Services

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without the prior written consent of Tribal;

(c) the combination, connection, operation or use of any of the Software and/or Software Services with any other software or documentation not supplied by Tribal or not on Approved Equipment; or

(d) any act or omission of the Customer, including any breach of the Customer's obligations under this Agreement, or a failure to comply with the guidance produced by Tribal.

18.7 **Liability for Third-Party Software.** The Customer agrees and acknowledges that Tribal shall have no liability of any nature whatsoever to the Customer in respect of any Intellectual Property Rights infringement of a third party arising from the use of any Third-Party Software (including any Open Source Software) other than to use its reasonable endeavours to procure for the benefit of the Customer any indemnity or right Tribal may have against the Third-Party Proprietor.

18.8 **Exclusive Remedy.** Subject to clause 18.4, clause 17.2 and 18.5 shall constitute the Customer's exclusive remedy and Tribal's only liability in respect of Claims.

19. LIMITS OF LIABILITY

19.1 **Liability Excluded.** Subject to clause 19.4, neither party shall in any circumstances have any liability for any losses or damages which may be suffered by the other party (or any person claiming under or through the other party), whether the same arise in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise howsoever:

(a) which fall within any of the following categories (even if a party was aware of the circumstances in which such loss could arise):

(i) indirect, consequential or special loss;

(ii) loss of profits, business or revenue;

(iii) loss of anticipated savings;

(iv) loss of opportunity;

(v) loss of contracts;

(vi) loss of goodwill; and/or

(vii) loss or corruption of data except to the extent directly caused by it ; or

(b) arising as a result of:

(i) the use of any of the Software, Software Services or Services except for their normal intended purpose;

(ii) any adaptation or modification of any of the Software, Software Services or Services, or integration or combination with any other equipment, software, product or material not supplied or approved by Tribal, in each case carried out by anyone other than Tribal or without Tribal's express written consent;

(iii) any defect arising in any of the Software and/or Software Services and/or Services as a result of misuse, wilful damage, negligence on the part of anyone other than Tribal, abnormal operating conditions or any failure by the Customer to follow any instructions of Tribal as to use;

(iv) the compliance by Tribal with any design, specification or instructions provided by the Customer or on the Customer's behalf;

(v) the continued use of a version of the Software after Tribal has made two (2) subsequent Major Releases of the Software available to the Customer, to the extent that any claim in respect of which Tribal would otherwise be obliged, under this Agreement to indemnify would have been avoided by the use of such subsequent Major Releases; and/or

(vi) a Customer Cause.

19.2 **Agreed Liability.** Subject to clause 19.1 and 19.4, the total liability of either party , whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise howsoever and whether in connection with this Agreement, or any collateral contract, shall be limited:

(a) up until the Go Live Date, to an amount equal to two times the Fees paid to Tribal up until the date of the first incident giving rise to the loss; and

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(b) in respect of each 12 month period calculated from the Go Live Date ("**Contract Year**"), an amount equal to the Fees paid to Tribal during such Contract Year, provided that, if the first incident giving rise to the loss is within the first Contract Year from the Go Live Date, liability shall be capped to the Fees paid to Tribal in the period between Go Live Date and the date of the first incident giving rise to the loss.

19.3 **Liability for Series of Connected Events.** For the purpose of clause 19.2, where liability arises out of an event or series of connected events which span more than one Contract Year, all such liability shall be deemed to have occurred in the Contract Year in which the event first occurred, or in which the first of a series of connected events occurred, as appropriate. If the connected events occur both before and after the Go Live Date, then clause 19.2(b) shall apply.

19.4 **No Limit on Liability.** Neither party shall limit or exclude its liability for:

(a) death or personal injury caused by the negligence of a party , its officers, employees, contractors or agents;

(b) fraud or fraudulent misrepresentation;

(c) in the case of the Customer, any breach of clause 3.5 (k); or

(d) any other liability which may not be excluded or limited by law.

19.5 **Dates are Estimates.** All dates supplied by Tribal for the delivery of the Software, Software Services or Services shall be treated as approximate only. Tribal shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

19.6 **Customer Cause:** In the event that Tribal can demonstrate that its non-conformance with an obligation was caused or attributed to the acts and/or omissions of the Customer (**"Customer Cause"**), Tribal:

(a) shall not be in breach of this Agreement;

(b) may delay, postpone or revise any deadline, milestone, timeline, plan or obligation taking into account the consequences caused by the Customer Cause;

(c) may amend any Implementation Services to reflect any consequences caused by the Customer Cause;

(d) shall be entitled to claim payment of Fees it has incurred as a result of the Customer Cause; and

(e) shall be entitled to invoice for Fees for Services delivered, notwithstanding that a milestone has not yet been achieved and/or a Fee is not yet due for payment in accordance with a Payment Term;

provided that Tribal uses reasonable endeavours to mitigate the impact resulting from the Customer Cause.

19.7 **Beneficiaries.** All references to "**Tribal**" in this clause shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of Tribal and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

20. TERM

20.1 **Term.** Subject to the Schedules and clause 20.2, this Agreement (including all Services agreed to be delivered pursuant to it unless otherwise stated in the Schedules) shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for the Initial Term and thereafter renew automatically for successive renewal terms, of one (1) year each (each a "**Renewal Term**") unless and until terminated by either party giving 90 calendar days' prior written notice to that effect (such notice to expire at the end of the Initial Term or any subsequent Renewal Term).

20.2 **Services to be Provided in 12 Months.** In the event that the Customer purchases any Services from Tribal in respect of any year of this Agreement, it shall be obliged to receive such Services within 12 months thereafter failing which it shall not be entitled to receive such Services and shall receive no reimbursement in respect thereof.

21. TERMINATION

21.1 **Termination for Material Breach.** Either party may terminate this Agreement, at any time, by giving the other written notice if the other party:

(a) materially breaches any term of this Agreement and it is not possible to remedy that breach;

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(b) materially breaches any term of this Agreement and it is possible to remedy that breach, but the other party fails to do so within 30 calendar days of being requested in writing to do so; or

(c) suffers or undergoes an Insolvency Event (where permitted under applicable law).

21.2 **Other Termination.** Tribal may, partially or fully, terminate this Agreement, at any time, by giving the Customer 60 calendar days' written notice if:

(a) the Software and/or Software Services is discontinued by Tribal, for any reason, such notice to take effect at the end of the Term;

(b) its ability to provide the Software and/or Software Services and/or Services is restricted or altered in such a way that Tribal, acting reasonably, considers it to be impractical or impossible to continue providing the Software and/or and Software Services and/or Services to the Customer, such notice to take effect at the end of the Term;

(c) the Customer undergoes a change of Control without having received Tribal's prior consent.

21.3 **Termination or Suspension of Services.** Without prejudice to clause 21.1 and 21.2, Tribal may, in addition, and without liability, terminate this Agreement with immediate effect, or alternatively, may suspend access to and use of the Software or Software Services or Services by giving the Customer written notice if:

(a) any invoiced amount is outstanding 30 calendar days beyond the due date for payment; and

(b) any provision of clause 3.4 (Customer Responsibilities), 3.6 (Customer Obligations), 4.3 (Notify Changes to Project Manager), 9.1 (Payment of Fees) and/or 12.1 (Confidentiality), is breached.

21.4 **Suspension Lifted on Payment.** In relation to suspensions under clause 21.3(a), access will be restored promptly after Tribal receives payment in full in cleared funds together with interest calculated thereon in accordance with clause 9.5.

21.5 **When Access Restored.** In relation to suspensions under clause 21.3(b) and clause 21.3(c), access will be restored promptly after the Customer rectifies those matters to the satisfaction of Tribal.

21.6 **Failure to Rectify Cause of Suspension.** In the event of a suspension under clause 21.3, that has not been remedied within 30 calendar days of Tribal sending notice, the Customer agrees that Tribal has the right, at its sole discretion, but not the obligation, to delete or deactivate the Customer's account, block/terminate Customer's access to the Software and/or Software Service, immediately and without notice, and discard any Customer data (subject to Schedule 2). Further, the Customer agrees that Tribal shall not be liable to the Customer or any third party for any such termination of access to the Software and/or Software Service. The Customer agrees not to attempt to use the Software and/or Software Service after termination.

21.7 **Fees Payable During Suspension.** Fees shall remain payable and continue to accrue during any period of suspension notwithstanding that the Customer may not have access to the Software or Software Services or Services.

21.8 **Customer Wrongful Suspension.** Without prejudice to Tribal's rights, in the event that the Customer suspends the Implementation Services in whole or in part prior to completion, without a right to do so under this Agreement ("**Customer's Wrongful Suspension"**), the Customer agrees that any and all Implementation Fees, including in respect of Implementation Services that have not yet been performed, and/or milestones (if any) that have not yet been reached, shall become due and payable immediately on the Customer's Wrongful Suspension, unless otherwise agreed in writing between the parties.

22. CONSEQUENCES OF TERMINATION

22.1 **On Termination.** Upon termination of this Agreement for any reason, and subject to Schedule 2:

(a) the Customer shall immediately cease to access, and discontinue all use of, the Software and/or Software Service;

(b) all licences granted under this Agreement shall terminate;

(c) all Fees payable to Tribal by the Customer shall become immediately due and owing, without any set off,

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withholding or deductions whatsoever. For the avoidance of doubt, no refund of Fees paid in advance shall be due by Tribal to the Customer in respect of any unexpired portion of the Term and the Customer shall not set off, withhold or deduct any such Fees paid in advance from any amounts payable by the Customer to Tribal;

(d) the Customer acknowledges that Tribal may audit any computer system on which the Software and/or Software Services has been deployed in order to verify compliance with this Agreement;

(e) at the Customer's request and upon payment of Tribal's then-current daily rate related thereto, upon expiration or termination of this Agreement, Tribal may provide reasonable termination assistance services, including provision to the Customer of Customer data held within the Software and/or Software Service in a commonly used electronic format such as a simple flat file ("**Termination Assistance Services**") to the Customer and/or a successor service provider designated by the Customer;

(f) subject to clause 22.1(e) and Schedule 2, Tribal may destroy or otherwise dispose of any Customer data in its possession; and

(g) the Customer shall pay for any use of the Software and/or Software Services post-termination in breach of this clause.

22.2 **Customer Obligations.** If requested by Tribal at any time post termination, or on completion of a Service, by notice in writing to the Customer, the Customer shall promptly:

(a) destroy or return to Tribal all documents and materials (and any copies) containing, reflecting, incorporating or based on Tribal's IPR and/or Confidential Information including without limitation the Software, Software Services and Software and Service Documentation;

(b) erase all Tribal IPR and/or Confidential Information from its computer and communications systems and devices used by it (including those of any Affiliate), or which is stored in electronic form;

(c) erase all the Tribal IPR and/or Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and

(d) certify in writing to Tribal that it has complied with the requirements of this clause.

22.3 **Tribal May Retain Data.** Subject to Schedule 2, nothing in this Agreement prohibits Tribal from retaining computer generated backup copies of any data or information, including Customer Confidential Information, subject to Tribal's continuing obligation of confidentiality.

22.4 **Termination Not Affect.** The termination of this Agreement for any reason will not affect:

(a) any accrued rights or liabilities which either party may have at the time termination takes effect; or

(b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination, including, without limitation, clause 14 (Intellectual Property Rights) and Schedule 2 (Data Protection Obligations).

23. THIRD PARTY AND OPEN SOURCE SOFTWARE

23.1 **Third-Party Software.** The Customer acknowledges that some of the Software and/or Software Services may be provided with Third-Party Software. In relation to On Premise Software only, unless otherwise permitted, the Customer may not (i) assign, grant or transfer any interest in the Third-Party Software to another individual or entity; (ii) exercise any of the reserved other proprietary rights provided under laws governing this Agreement, without the express and advance written permission of Tribal (such permission may be withheld or delayed). Subject to clause 17.1(b), Tribal makes no representation or warranty regarding Third-Party Software except that it is in material compliance with its applicable licence.

23.2 **Open Source.** The Software and Software Services may include or incorporate Open Source Software or similar royalty free open source licence. In relation to On Premise Software only, wherever Open Source Software is provided, Tribal shall use

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reasonable endeavours to identify the Open Source Software and applicable open source licence that applies in the Software, Software Services and Software and Service Documentation. This Agreement does not modify or abridge any rights or obligations the Customer may have in the Open Source Software, or is required to comply with, under the applicable open source licences.

23.3 **Use of Open Source Software or Third-Party Software outside scope.** Any use of Open Source Software or Third-Party Software outside of the Customer's authorised use of the Software and Software Service is subject to the rights and obligations under such third party technology's Open Source Software licence and/or Third-Party Licence. To the extent there is a conflict between this Agreement, the Third-Party Licence and the Open Source Software licence, the terms of the applicable Third-Party Licence or Open Source Software licence shall control in respect of the Third-Party Software or Open Source Software respectively.

24. ESCROW

24.1 **Escrow.** In the event that the Customer wishes to have the benefit of an escrow agreement in respect of the Software, it shall notify Tribal at any time within 3 months of the Effective Date to that effect, whereupon the Customer shall, subject to the Customer paying the relevant fees required by the National Computing Centre (being the escrow agent), and Tribal's reasonable fees, and become a party to the relevant escrow agreement.

25. INSPECTION

25.1 **Inspection.** The Customer shall permit Tribal to inspect and audit (and in respect of On Premise Software only, reasonable access to any premises or will cause the occupier of any premises at or on which the On Premise Software are being kept or used to provide access) the records (including computer equipment or devices) kept in connection with this Agreement, for the purposes of ensuring that the Customer is complying with the terms of this Agreement, provided that Tribal in relation to such inspections and audits:

(a) provides reasonable advance notice to the Customer;

(b) will take place at reasonable times; and

(c) use all reasonable endeavours so as not to interfere with the operations of the Customer.

26. FORCE MAJEURE

26.1 **Force Majeure.** Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party, including without limitation a party's Affiliates and/or subcontractors ("**Force Majeure**"). The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than 3 calendar months, either party may terminate this Agreement by written notice to the other party. The affected party is under an obligation to take all reasonable means to limit the effect of the impediment or event constituting the Force Majeure.

27. DISPUTE RESOLUTION

27.1 **Dispute Resolution.** Where any dispute or difference arises between the parties in relation to, or in relation to either party's rights or obligations, or as to any matter arising under this Agreement, ("**Dispute**"), that party shall give written notice to the other party of the existence of the Dispute and the particulars of it. The parties shall then discuss and attempt, in good faith, to resolve the Dispute within 20 Working Days of the commencement of such discussions under this clause.

27.2 **Meeting to Resolve Dispute.** If the Dispute is not resolved within the 20 Working Day period, either party may notify the other in writing of their intention to request a meeting to try and resolve the Dispute. The parties (each to be represented by a senior executive or member of staff with full authority to resolve the dispute) shall then meet and attempt, in good faith, to resolve the Dispute within 10 Working Days of the date after the notice in this clause was served.

27.3 **Resolution with Assistance of Third Party.** If the Meeting to Resolve the Dispute does not resolve the Dispute within the 10 Working Day period, either party may elect to refer the Dispute to mediation at the Venue for Dispute Resolution. The Parties

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hereby consent to the Independent Mediation Service to independently appoint the mediator who in the opinion of Independent Mediation Service has the necessary ability and experience to provide the best possible mediation service. The Parties also agree to abide by the mediation rules advised by the Independent Mediation Service. If mediation is pursued the Parties shall jointly be responsible, in equal amounts, for the mediator(s) fees and disbursements, and all other costs of the mediation shall lie where they fall.

27.4 **Mediation Not Successful.** If mediation does not resolve the Dispute within 20 Working Days after a mediator is appointed or such extended time as the Parties may agree in writing, either Party may take steps to attempt to resolve the Dispute before an appropriate court.

28. GENERAL

28.1 **Personnel**. Tribal reserves the right to **allocate Tribal's** Personnel in the provision of the Services provided that the Customer may reasonably request a change of Personnel if they are not content with then current Personnel.

28.2 **Right to Modify.** Tribal reserves the right to modify the Software, Software Service, any end user licence agreement or privacy policy. If Tribal is required to make any changes to the Software or Services due to a change in law, these changes will apply automatically in respect of this Agreement.

28.3 **Changes in laws.** Notwithstanding any other provision of this Agreement, Tribal reserves the right to increase the Fees in the event that there is a major change affecting the Software and/or Software Service, if the following conditions are satisfied:

(a) the major change is occasioned by statute, regulatory authority, or court of competent jurisdiction, or by any act of a government body, assembly or agency;

(b) but for the major change, Tribal would not have been required to make such change;

(c) the major change requires more than an Upgrade of an existing component of the Software and/or Software Service used by the Customer; and

(d) Tribal shall, where it is practical and reasonable to do so, spread any such cost across its user base including the Customer.

28.4 **Transfer.** Tribal may at any time sub-licence, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives written notice to the Customer.

28.5 **Notices.** All notices and consents relating to this Agreement (but excluding any proceedings or other documents in any legal action) must be in writing. Notices must be sent to the address of the recipient set out on the Front Sheet or otherwise notified by the relevant party in accordance with this Agreement. Notices shall be sent by hand, by first class recorded delivery or registered post or other form of certified or registered mail (and sent by air mail if posted to or from a place outside the Jurisdiction) or email, and shall be treated as having been delivered:

(a) if sent by hand, when delivered;

(b) if sent by certified or registered mail, when delivered; and

(c) if sent by email, at the time the sender receives confirmation of successful delivery if sent during Working Hours (of the recipient), otherwise at the close of business on the next business day (of the recipient).

This clause does not apply to the service of any proceedings or other documents in any legal action.

28.6 **No Waiver.** Unless the parties expressly agree otherwise in writing, if a party:

(a) fails to exercise or delays exercising or only exercises partially any right or remedy provided under this Agreement or by law; or

(b) agrees not to exercise or to delay exercising any right or remedy provided under this Agreement or by law;

then that party shall not be deemed to have waived and shall not be precluded or restricted from further exercising that or any other right or remedy.

28.7 **Rights at Law Preserved.** 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.

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28.8 **Severability.** If any provision of this Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement or this Agreement as a whole. If any provision of this Agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it effective and enforceable.

28.9 **Party Acting for Self.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

28.10 **Variations.** All variations to this Agreement must be agreed, set out in writing in a Change Request and signed on behalf of both parties before they take effect.

28.11 **Relationship.** Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were or represent (expressly or by implying it) that it is, an agent of the other or has such authority.

28.12 **Successors.** This Agreement shall be binding upon and endure for the benefit of the successors in title of the parties hereto.

28.13 **No Third Party.** A person who is not a party and/or signatory to this Agreement shall not have any rights under or in connection with it or be entitled to assert a benefit under the Agreement, which in the UK shall include the Contracts (Rights of Third Parties) Act 1999 or otherwise, or other equivalent law in the Jurisdiction.

28.14 **Anti-Bribery or Anti-Corruption.** Each party shall at all times comply with all legislation in the Jurisdiction relating to anti-bribery or anti-corruption (which in the UK shall include the Bribery Act 2010 (UK)) and shall not do anything that might constitute a breach thereof.

28.15 **Modern Slavery.** Each party warrants that it shall have and maintain in place throughout the term of this Agreement its own policies and procedures as are necessary to comply with laws in the Jurisdiction relating to modern slavery (which in the UK shall include the Modern Slavery Act 2015 and in Australia the Modern Slavery Act 2018).

28.16 **No Representation.** Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents ("**Representation**"). Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract. Nothing shall exclude or limit a party's liability for fraudulent misrepresentation.

28.17 **Conduct.** Each Party shall (and shall procure that all relevant employees, agents and sub-contractors) act with courtesy, respect and professionalism, in respect of all dealings, communications, and interactions with each other.

28.18 **Counterpart.** This Agreement may consist of a number of counterparts, each of which when executed and delivered (whether in original, copy, or via email in PDF format) shall together constitute one and the same instrument.

28.19 **Electronic Signature**. Each party agrees that an Electronic Signature, whether digital or encrypted, may be used to authenticate execution of this Agreement and has the same force and effect as a wet/manual signature.

28.20 **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Jurisdiction specified on the Front Sheet and, subject to Dispute Resolution, the parties agree to submit to the exclusive jurisdiction of the courts of the Jurisdiction specified on the Front Sheet. Notwithstanding the foregoing, Tribal is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its Intellectual Property Rights and/or Confidential Information. This Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

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SCHEDULE 1 – DEFINITIONS

The words and expressions contained within the Agreement shall have the following meanings:

Academic Pricing: preferential pricing provided by Cloud Providers to Customers because of their qualifying academic status;

Acceptance Testing Phases: as set out in Table 10 in Schedule 7;

Acceptance Test Plan: as set out in Table 10 in Schedule 7;

Affiliates: in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that party from time to time;

Agreement: as defined in clause 1.3;

Alerts: a system generated response to a pre-determined condition that outlines whether the condition exceeds a limit and is used for the purpose of monitoring and shall be categorised using the SLT's in Schedule 9;

Annual Fee Increase Benchmark: as defined in Schedule 8;

Annual Subscription Fees: as set out in Schedule 8, if applicable;

Application: means the Software;

Application Management Services: as set out in Schedule 11 and 12, as applicable;

Authorised Users: authorised users of the Customer, for example, stakeholders, enquirers, applicants, administrative, teaching or other staff and approved contractors and sponsors of the Customer;

Availability or Available: the extent to which an Application is operational, functional and usable for completing or fulfilling a Customer's business requirements for which the Software Services were purchased and determined in accordance with Schedules 12 and 13, as may be applicable to the Software Service;

Backup: the copying of data to alternative media for the purposes of future recovery should this be needed;

Backup and Restore: as set out in Schedule 12 and 13, as applicable;

Band. The range applicable to a Metric as may be adjusted from time to time in accordance with this Agreement;

Bot: software is defined as software that is designed to automate interaction and use of Software or Software Services;

Bulk Data Interface: a type of system to system interaction that involves the transfer of larger quantities of data, typically more than can be accommodated by an API;

Business Configuration: configuration and customisation of the Software to meet the business requirements of the Customer, and in relation to the following Software, it includes but is not limited to:

(i) SITS:Vision TUPS, Vistas, workflow/tasking, reports, SRL, reference data setup, business process definitions, business rule set up and e:Vision configuration;

(ii) Tribal Dynamics - form layout, labels, workflows, business process flows, business rules, views, charts, dashboards, apps (model / canvas / power), security roles, teams, queues, business units, portal content and layout, email templates, and business data (such as languages, countries, nationalities, enquiry types, enquiry routing, academic years, disability types courses etc);

(iii) ebs - ebs client screen configuration (SMC), ontrack staff and learner hub page configuration (Designer), custom web service endpoints (Designer), BI Dashboard configurations (ebs Intel), workflow, reference data setup, data miner views and SSRS reports;

(iv) Maytas and e-track - screen configuration and design (Maytas Screen Design), e-track screen configuration and design (e-track Screen Design), online application configuration (Online Applications), process design (Process Design Module), BI Dashboard configuration (Business Intelligence), reference data setup, SSRS reports, list reports (Report Generator) and digital authentication; and

(v) K2 - grid layouts, custom grid filters, workflows, attribute manager setup, reference data setup, SSRS reports and K2 Portal colour schemes, logos and custom

Cancellation Fees: as set out in Schedules 8 and 16;

Capacity Management: as set out in Schedule 12;

Change Management: as set out in Schedules 12, 13 and 14, as applicable;

Change Request: a note which details the impact

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content.

a proposed change will have on any part of this Agreement in the form of Schedule 16 (**Change Request Agreement**);

Claim: as defined in clause 18.3;

Cloud Data Region: in relation to Tribal Edge SaaS and Tribal Cloud SaaS, the physical location(s) by country or region of Tribal's Cloud Provider where the computing hardware and software used to store, host and process the Customer Data in the Supported Environments and as detailed on the Front Sheet;

Cloud Provider: a third party contracted by Tribal to provide the underlying infrastructure and services used by the Tribal Edge SaaS and Tribal Cloud SaaS;

Cloud Services Delivery Period: as set out in Schedule 12;

Cloud Services Fees: as set out in Schedule 8;

Cloud Types: either;

(vi) **Shared Cloud:** Dedicated Environments for each Customer, excluding the Infrastructure which is shared with a number of Customers; or

(vii) **Dedicated Cloud:** Dedicated Environments for the Customer; or

(viii) **Multi-tenanted:** Multiple Customers operating within a single Application instance and infrastructure simultaneously;

Commercially Reasonable Efforts: the same degree of priority and diligence with which Tribal meets the needs of its other similar customers;

Confidential Information: as defined in clause 12.1;

Contract Year: as defined in clause 19.2;

Continuous Service Improvement: as set out in Schedules 12 and 13, as applicable;

Control or **Controlled:** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls and Controlled shall be interpreted accordingly;

Critical Fault (Priority 1): a Fault where the Production Environment becomes totally non-operational, or the Fault prevents the Customer materially operating the business for which the Software and/or Software Service was purchased; or any Fault that puts any legal or statutory requirement at imminent risk or a Fault where the Production Environment is down. Access to the Software Service from the public internet (in relation to Tribal SaaS and Cloud Services) ceases to operate due to a Software and Software Service failure and prevents the Customer operating the business for which the Software and Software Service purchased;

Critical Fault Report: as defined in Reports;

Cron: time-based job scheduler;

Currency: as defined on the Front Sheet;

Customer: the Customer as defined on the Front Sheet and does not extend to any Affiliates of the Customer unless expressly agreed between the parties in writing. Nor does it extend to any foreign entities, branches or offices based abroad of the same name and/or company number;

Customer Cause: as defined in clause 19.6;

Customer Confidential Information: trade secrets, financial records and any other sensitive, regulated or confidential information;

Customer Portal: tool to allow Customers to log Faults and support requests with Tribal;

Customer Responsibilities: as set out in Schedules 9, 11, 12, 13 and 14, as applicable;

Customer Turnover: the Customer's revenue for a 12 month period determined in accordance with the accounting standards in the Jurisdiction;

Customisations: as defined in clause 14.4;

Customised Code: Customer specific coding that has been created to deliver the Customer solution and is outside the standard product code.

Data Protection Law: all applicable legislation, in the Jurisdiction and to the Customer, for the time being in force pertaining to data protection, data privacy, data retention and/or data security and all associated codes of practice and other guidance issued by any applicable data protection authority unless as otherwise defined in Schedule 2;

Deliverable: the artefact which Tribal will provide to the Customer, including Program Documentation as detailed in Schedule 3;

Design Review: a review against the standards agreed by the Interface Design Authority for interfaces into the Supported Software;

Designated Personnel: as set out in Schedule 12, if applicable;

Designated Customer Support Staff: the staff nominated by the Customer to receive the Support Services who shall be properly and adequately trained to a reasonable level of competence in relation to the Software and/or Software Services, failing which Tribal shall not be required to provide

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Support Services to such individual;

Disaster Recovery: as set out in Schedule 12 and 13, as applicable;

Disaster Recovery Event: means a disaster or disruption event that disrupts, or is likely to disrupt, the ability of the Customer to receive the Services or the ability of Tribal to provide the Services and of a scale normally considered within the Customer's own plans and tests where the cause does not prevent the recovery of the service within the Cloud Data Regions from which the Services normally operate;

Disaster Recovery Plan (DRP): the plan agreed by Tribal and the Customer which will detail the scenarios for Disaster Events and the actions required to restore the Tribal Edge SaaS and Tribal Cloud SaaS. The DRP will (i) include the Recovery Point Objectives (**RPO**) and Recovery Time Objectives (**RTO**), (ii) roles and responsibilities of Tribal and the Customer, and (iii) the agreed frequency of testing, which will be no more frequent than once every 12 months;

Dispute: as defined in clause 27.1;

Downstream Systems: Customer managed systems that take data from the Tribal SaaS and Cloud Services;

Due Date: as defined in Schedule 8;

Effective Date: the date on the Front Sheet;

Electronic Signature: means an electronic symbol, mark or signature representation: (a) which is attached to or logically associated with an agreement, document or record; and (b) whose purpose is to manifest a person's intent to execute, be bound by or otherwise adopt the agreement, document or record;

Engagement Services: as set out in Schedules 11 and 12, if applicable;

Environment/s: are a combination of the Software, Software Service, any Third-Party Software, the Platform and Infrastructure required to operate the Software and/or Software Service and as detailed in Schedules 12, 13 and 14, as applicable. For Tribal SaaS and Cloud Services, the Environments are managed and controlled by Tribal and the demarcation point separating the Environment from any other infrastructure is the ingress point from the Internet;

Environment Monitoring: as set out in Schedules 12 and 13, as applicable;

Escalation Procedure: as set out in Schedule 9;

Exchange Rate Adjustments: as set out in Schedule 8, if applicable;

Excluded Support Services: as set out in Schedules 9, 10, 11, 12, 13 and 14, as applicable;

Expenses: any expenses reasonably and properly incurred by Tribal in the course of the provision of Services, exclusive of Taxes;

Extended Backup Retention: as set out in Schedule 12, if applicable;

Extended Disaster Event: means a disaster or disruption event that disrupts, or is likely to disrupt, the ability of the Customer to receive the Services or of the ability of Tribal to provide the Services where the cause prevents the recovery of the services within the Data Regions from which the Services normally operate;

Fault: A defect in the Software and/or Software Service which is categorised by severity as one of Critical Fault, Major Fault, Important Fault or Minor Fault in accordance with the following criteria:

(i) **Critical Fault (Priority 1):** a Fault where the Production Environment becomes totally non-operational, or the Fault prevents the Customer materially operating the business for which the Software and/or Software Service was purchased; or any Fault that puts any legal or statutory requirement at imminent risk or a Fault where the Production Environment is down. Access to the Software Service from the public internet (in relation to Tribal SaaS and Cloud Services) ceases to operate due to a Software and Software Service failure and prevents the Customer operating the business for which the Software and Software Service purchased;

(ii) **Major Fault (Priority 2):** a Fault when the Production Environment experiences a loss of significant functionality, which does not constitute a Critical Fault; or the Fault significantly interferes with a material part of the business for which the Customer purchased the Software and Software Service or where the Production Environment is accessible but in a reduced state (e.g. time outs or slow response);

(iii) **Important Fault (Priority 3):** a Fault in the Environment that important, which does not constitute a Critical Fault nor a Major Fault or where the Environment is not functioning normally but the Incident does not constitute an Critical or Major Fault; or any other non-immediate task; or where the Environment is functioning within acceptable parameters, but assistance is required or where there is a Service Desk type question; and

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(iv) **Minor Fault (Priority 4):** a Fault in the Environment, which does not constitute a Critical Fault, a Major Fault or an Important Fault;

Fee Commencement Date: means, either:

(i) Effective Date where there is no Initial Subscription Fee; or

(ii) Go-Live Date where there is an Initial Subscription Fee;

Fees: defined on the Front Sheet and detailed in Schedule 8, which may include Licence Fees, Support Fees, Implementation Fees, Initial Subscription Fees, Annual Subscription Fees, Additional Annual Subscription Fees, Tribal Cloud Technical Services Fees, Tribal Cloud SaaS Fees, Tribal Cloud Infrastructure Fee, Tribal Cloud Professional Services Fees, Tribal Cloud Technical Services Fees, Tribal Cloud SaaS Initial Subscription Fees, Tribal Edge SaaS Fees, Tribal Edge Dynamics SaaS Fees, On Premise Managed Service Fees, Interfacing as a Service Fees, SITS Replica Database Fees, Professional Services Fees or Personnel Commute Fees and subject to Schedule 8 exclusive of all Taxes, duties and Expenses;

Force Majeure: as defined in clause 26.1;

Front Sheet: key terms agreed between the parties in Tribal's standard format and defined as a "Front Sheet";

FTE: Full Time Equivalent Number of Permitted Users;

Foreign Exchange Measurement Date: the day immediately following the Foreign Exchange Measurement Period.

Foreign Exchange Measurement Period: the 30-day period commencing 60 days before the Fee Commencement Date, and each anniversary thereof;

Function: the specific task performed by the Software/Module as detailed in Schedule 3;

Go Live: when Software and/or Software Service is provided to a Customer in a Production Environment as part of the Software Service and in which the Customer processes production business transactions;

Go Live Date: the date upon which Go Live is achieved as defined in clause 4.9;

Harmful Code: any computer code or routine that is harmful, destructive, disabling or that assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, ransomware, keyloggers, trojans and any new types of programmed threats that may be classified, but excluding passwords, software keys, trial period software and like features that are security features or intended elements of software used to prevent unauthorised access and use;

ID: as defined in clause 3.5;

Implementation Responsibilities: as set out at Schedule 6;

Implementation Services: as set out in Schedule 5;

Implementation Services Cancellation Fees: as defined in clause 4.6 and Schedule 8;

Implementation Services Delivery Period: the estimated period detailed in Table 6 during which the Implementation Services will be provided;

Implementation Services Scope: as set out in Schedule 5;

Implementation Fees: as set out in Schedule 8;

Important Fault (Priority 3): a Fault in the Environment that important, which does not constitute a Critical Fault nor a Major Fault or where the Environment is not functioning normally but the Incident does not constitute an Critical or Major Fault; or any other non-immediate task; or where the Environment is functioning within acceptable parameters, but assistance is required or where there is a Service Desk type question;

Incident: actual or perceived non-compliant behaviour of the Software and/or Software Service. This may be due to a Fault, data quality, misconfiguration by the Customer, errors by the operator or another cause;

Incident Bridge: escalated support wherein a number of Tribal resources are assigned to facilitate cross discipline sharing to expedite Incident Resolution and to which Customer staff may participate;

Incident Management and Problem Management: as set out in Schedule 12;

Incident Statistics: Data showing the numbers of Incidents raised and resolved by Incident category within a Service Period. For each P1 and P2 Incident, detailed data on the nature of the Incident and the Resolution of the Incident;

Independent Arbiter means:

(i) **Higher Education in the United Kingdom –** HESA, the charitable company operating under the Higher Education Support Act (UK), which inter alia, publishes and provides detailed data and analysis about the activities

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of universities, colleges and specialist providers of higher education (HE) in the UK, including the numbers of Full Time Equivalent (FTE) Students enrolled at HE institutions;

(ii) **Non-Higher Education in the United Kingdom** - the equivalent body to HESA and in the event that there is no equivalent body, then the Customer and Tribal will mutually agree the relevant statistics and if the parties cannot agree, to be determined by a chartered accountant mutually agreed (or failing agreement by the President of the Chartered Accountants Society in that jurisdiction) at the expense of the parties to be mutually shared;

(iii) **in the rest of the world** – in the Jurisdiction applicable to this Agreement the equivalent body to HESA and in the event that there is no equivalent body, then the Customer and Tribal will mutually agree the relevant statistics and if the parties cannot agree, to be determined by a chartered accountant mutually agreed (or failing agreement by the President of the Chartered Accountants Society in that Jurisdiction) at the expense of the parties to be mutually shared;

Independent Mediation Service: means:

(i) **United Kingdom** – Centre for Effective Dispute Resolution (CEDR);

(ii) **Australia -** Australian Commercial Disputes Centre (ACDC);

(iii) **in the rest of the world;** CEDR, or if they do not have a presence, then a similar body in that Jurisdiction as may be nominated by CEDR.

Infrastructure: the combination of computer, storage and network resources, both physical and logical, and the associated software to operate the Infrastructure;

Infrastructure Management: as set out in Schedule 12;

Infrastructure Services: as set out in Schedule 12;

Initial Subscription Fee: as set out in Schedule 8, if applicable;

Initial Term: as defined on the Front Sheet. In the absence of an Initial Term on the Front Sheet, the Initial Term shall be 60 calendar months from the Effective Date;

Insolvency Event: where a party becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 calendar days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable Jurisdiction, or ceases to trade or threatens to do so;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, 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;

Interest Rate: the rate of 4% above the base lending rate of the Reserve Bank in the Jurisdiction or if there is no Reserve Bank or base lending rate in the Jurisdiction, 4% above the base lending rate of the Bank of England;

Interface Design Authority: a group of relevant stakeholders from each of the Parties who meet to collaborate and agree the interfacing strategy, standards and plan for the Supported Software with the aim of moving the interfaces for the Supported Software closer to leading practice and industry standards;

Interfacing as a Service: as set out in Schedule 15;

Interfacing as a Service Fee: as set out in Schedule 8, if applicable;

Jurisdiction: as set out on the Front Sheet and in clause 28.20;

Key Documents: each of the documents detailed in Schedule 18;

Learner Number: the Learner Number for the Customer for a twelve month period;

Level 1 Support: as set out in Schedule 9;

Level 2 Support: as set out in Schedule 9;

Level 3 Support: as set out in Schedule 9;

Licence Fees: as set out in Schedule 8;

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Maintenance Window: either a Scheduled Maintenance Window or Unscheduled Maintenance Window:

(i) **Scheduled Maintenance Window -** A published maintenance window for the application of updates, upgrades or other changes to an Environment. A maintenance window may result in the Environment being not Available;

(ii) **Unscheduled Maintenance Window -** An unpublished change window used to apply emergency changes to an Environment in accordance with agreed Change Management processes. A maintenance window may result in the Environment being not Available;

Major Fault (Priority 2): a Fault when the Production Environment experiences a loss of significant functionality, which does not constitute a Critical Fault; or the Fault significantly interferes with a material part of the business for which the Customer purchased the Software and Software Service or where the Production Environment is accessible but in a reduced state (e.g. time outs or slow response);

Major Fault Report: as detailed in definition of Reports;

Major Incident Team: a team of relevant Tribal Personnel appointed to triage, diagnose, Resolve and provide Reports in relation to a Critical Fault (Priority 1);

Major Release: any improved, modified or corrected version of any Software from time to time issued by Tribal that is deemed by Tribal to be a new version of the Software;

Managed Platform: the components of the Platform that Tribal have agreed to manage as detailed in this Agreement;

Metric: the criteria by which the Customer's usage of the Services is to be assessed from time to time and as detailed on the Front Sheet;

Metric Fee Adjustment: the amount by which the Fees are to be increased or decreased due to a change in the Metric Band and as detailed in Schedule 8;

Metric Band: the range for each Metric, as may be varied from time to time in accordance with the criteria below (or as otherwise set out in this Agreement), and initially as set out in the Front Sheet:

(i) **Student FTE Number** - the bands of Student FTE Numbers which are measured in (i) Bands of 500 up to 50,000 (ii) Bands of 1,000 for 50,000 to 65,000 and thereafter in Bands of 5,000. It is agreed that the student headcount is no greater than 1.5 times the Student FTE Number; and

(ii) **PowerClient Concurrent Users** - if applicable, the bands of 10 concurrent users of PowerClient; and

(iii) **Tribal Dynamics Authorised Users** – each additional individual Authorised User;

(iv) **Customer Turnover** – change of 10% in Customer Turnover; and

(v) **Learner Number** – the bands of Learner Numbers which are measured in Bands of 500;

Metric Baseline: for each Metric, the value which is 90% of the highest Metric Level achieved during the Term;

Metric Level. the value of a Metric for the Customer, initially as at the Effective Date and as detailed in the Front Sheet and as adjusted from time to time in accordance with clauses 10.3 and 10.5;

MI Manager: a manager of a Major Incident Team;

Minor Fault (Priority 4): a Fault in the Environment, which does not constitute a Critical Fault, a Major Fault or an Important Fault.

Minor Release: any improved, modified or corrected version of any Software intended to address Incidents;

Module or Component: any part of the Software identified separately in the Front Sheet and/or Schedule 3;

Non-Production Environment: the Environment in which the Customer performs transactions against non-production data, examples of which include environments for training, interface testing, and quality testing, as required;

Online Service: means computing services and capabilities such as Software, Software Service, software platforms, hardware platforms, infrastructure and similar capabilities, which are delivered by Tribal to the Customer over a data network (including the Internet), rather than provided locally or on-site. The Software and hardware assets are owned/provided by Tribal and the Customer is billed for usage;

On Premise or **On Premise Software:** the Software specified in Schedule 3, provided in object code form or any other form (including any Major Release or Minor Release), excluding any Third-Party Software and/or Open Source Software, which are located on the Customer's servers or

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a third party provider's servers with whom the Customer has contracted;

On Premise Managed Service: as set out in Schedule 11;

On Premise Managed Services Delivery Period: as set out in Schedule 11;

On Site: a physical location occupied or controlled by the Customer or such other location that the Customer may request Tribal to attend to provide the Services;

On Site Daily Rate: the daily professional fees for Personnel where Tribal delivers Services On Site as detailed in Schedule 5 and Schedule 17;

Open Source Software: open-source software as defined by the Open Source Initiative or the Free Software Foundation;

Operating Systems: the software provided to operate physical or logical components of the Infrastructure;

Operational Time or OT: the total number of minutes in a Service Period (excluding any regular Scheduled Maintenance Windows and any other Scheduled Maintenance Windows for Upgrades agreed with the Customer);

Patches: a corrective Software code change issued by Tribal to the Customer and which does not constitute a Major Release or Minor Release;

Payment Terms: payment is due 30 days from the tax invoice date unless otherwise set out in Schedule 8;

Permitted Users: the users or groups of users permitted by the Customer to access and utilise the functionality of the Software and/or Software Service, for example, enrolled students/learners of the Customer;

Personnel: in relation to a party, the officers, employees, contractors (including subcontractors) and agents of that party (but, in the case of the Customer, excluding Tribal);

Personnel Commute Fees: in relation to On Site Services, the Fees payable for the time taken for Personnel to commute from their usual base to On Site by taking the most direct and efficient route, which will be levied at 50% of the relevant On Site Day Rate detailed in Schedule 5 or 16, as applicable;

Platform: the run-time software comprising database, middle-ware and operating systems;

Platform as a Service or PaaS: where a software platform is provided as a service in the public cloud;

Platform Management: as set out in Schedule 11 and 12, as applicable;

PowerClient: the Microsoft Windows native client application used to access the SITS:Vision Service, if applicable;

Priority: A category used to identify the relative importance of an Incident, problem or change. Priority is based on impact and urgency and is used to identify required times for actions to be taken. This is the level which Tribal assigns to any issue when the Software and/or Software Service is not Available;

Proactive Monitoring: as set out in Schedule 12, if applicable;

Problem: linked Incidents that are thought to have the same underlying cause;

Problem Management: process for seeking a resolution of a Problem;

Production Environment: the Environment that supports the Software, Software Service, Platform and Infrastructure in which the Customer productively conducts actual transactions in day-to-day business operations;

Professional Services: as defined in clause 8.1 and as may be detailed in Schedule 17 on a case by case basis;

Professional Services Agreement: as set out in Schedule 17;

Professional Services Cancellation Fees: as defined in clause 8.4 and Schedule 17;

Prohibited Content: as defined in clause 3.6(s)(ii);

Project Manager: as defined in clause 4.2;

Proposal: a document prepared by Tribal prior to the execution of this Agreement, which may detail the design and scope of the Software, Software Service, Implementation Services, Support Services, Tribal Cloud SaaS, Tribal Edge SaaS, Tribal Edge Dynamics SaaS, On Premise Managed Service, Professional Services and other Services to be provided by Tribal to the Customer and attached at Schedule 18;

Publish and Subscribe: is a type of system to system interaction based on events where one system subscribes to be notified about an event and the other system provides a notification when that event occurs;

Recovery Point Objective (RPO): is the maximum targeted period in which data (transactions) might be lost from the Software Service due to a Disaster Event;

Recovery Time Objective (RTO): the duration of time within which the Software Service is targeted

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to be restored from Backups;

Release Implementation Services: as defined in Schedule 10;

Release Installation Procedure: as defined in Schedule 10;

Remote, Remotely: Services performed from a location other than On Site;

Remote Daily Rate: the daily professional fees for Personnel where Tribal delivers Services that are not On Site as detailed in Schedule 5 and Schedule 17;

Remote Desktop Services: accessing a software application that is not browser based remotely in a way where the software application runs remotely and the user interface is projected onto the user's local device;

Renewal Term: as defined in clause 20.1;

Reports: Includes:

(i) **Critical Fault Report** – a Report that reviews the Critical Fault and outlines in-depth steps carried out to Resolve the Critical Fault;

(ii) **Major Fault Report** – a Report that **r**eviews the Major Fault and outlines in-depth the steps carried out to Resolve the Major Fault; and

(iii) **Root Cause Report** – a report containing the following information:

- problem description;
- background to the Incident;
- impact summary;
- corrective action taken;
- root cause analysis;
- preventative actions; and
- recommendations;

Representation: as defined in clause 28.16;

Request: a request made by the Customer in accordance with this Agreement;

Resilience: as set out in Schedule 12, if applicable;

Respond, Responded and Response: any official communication between Tribal and the Customer regarding an Incident, problem or change. This could include telephone, email or portal-based communications;

Response and Resolution Commitment: as set out in Schedule 9;

Resolution, Resolve or Resolved: correction of a Fault or a Work Around in relation to the Fault;

Restoration Request: A Customer enquiry to request the Restoration of data from a valid Backup, snapshot or archive;

Restoration Requests - Response and Resolution Commitment: as set out in Schedule 12;

Root Cause Report: as detailed in definition of Reports;

Script: batch instructions in an appropriate software language to update or alter the database schema;

Security and Compliance: as set out in Schedules 12 and 13, as applicable;

Service Account Plan: a forward looking plan agreed between the parties and updated from time to time which includes details about:

(i) Maintenance Window schedules;

(ii) Planned Upgrades; and

(iii) Critical periods for the Customer including periods such as enrolment;

Service Delivery Report: a report detailing the following information;

(i) Application Availability;

(ii) System Performance Measures;

(iii) Database Resource;

(iv) Consumption Metrics;

(v) Incident Statistics; and

(vi) Service Requests raised within the previous month.

Service Delivery Manager: as set out in Schedules 11 and 12, as applicable;

Service Desk: the Tribal communications centre that provides a single point of contact between Tribal and its Customers. The purpose of the Service Desk is to ensure that Designated Customer Support Staff receive appropriate help in a timely manner and that all Incidents and problems are escalated to higher levels of support as needed;

Service Downtime or SD: the elapsed time in minutes (excluding any regular Scheduled Maintenance Windows and any Scheduled Maintenance Windows for Upgrades agreed with the Customer) during the Service Period in which the Tribal Edge SaaS and Tribal Cloud SaaS (as applicable) is either completely unavailable to the Customer, or the Tribal Edge SaaS and Tribal Cloud SaaS (as applicable) is partially available to the Customer (such that it has no reasonable capacity to be used for the business purposes for which the Tribal Edge SaaS and Tribal Cloud SaaS (as

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applicable) was purchased, taking into account the time of such partial availability);

Service Health and Performance Report: a report agreed between the parties providing the information about service performance during the preceding Service Period including;

(i) Application Availability;

(ii) Service Performance Measures;

(iii) Usage Measures;

(iv) Incident Statistics; and

(v) Service Request Statistics;

Service Level – Tribal Cloud SaaS: the level of service (Essential or Enterprise) applicable to the Tribal Cloud SaaS in Schedule 12 and identified on the Front Sheet for the Software. For clarity, if the Service Level identified on the Front Sheet is Essential, then any service description in Schedule 12 marked as Enterprise will not be apply and only the service description marked as Essential will apply, and vice versa. If a service is not marked as Essential or Enterprise, then it is applicable irrespective of the Service Level identified on the Front Sheet;

Service Performance Management: as set out in Schedules 12, 13 and 14, as applicable;

Service Performance Measure: Response time for a Synthetic Transaction from about 5 geographical locations.

Service Period: a calendar month, save that:

(i) the first service period shall begin on the first Go Live and shall expire at the end of the calendar month in which the first Go Live falls; and

(ii) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;

Service Reporting: as set out in Schedule 9;

Service Requests: a request by the Customer for an addition, change or deletion of an element of the Services;

Service Request Management: as set out in Schedules 9 and 12;

Service Request Statistics: A set of measures related to the processing of Service Requests agreed from time to time by the Parties which may include, but are not limited to, the number of Service Requests raised in a Service Period, the number resolved and the average time for resolution;

Service Reviews: as set out in Schedules 12 and 11, as applicable;

Services: as defined in clause 2.1;

Site: as defined on the Front Sheet;

SITS:Cloud: SITS:VISION delivered to the Customer via the Software Service together with the Support Services, as detailed on the Front Sheet;

SLT: Service Level Target;

Software: means the Software and Modules specified on the Front Sheet and Schedule 3, respectively (including Major Releases or Minor Releases) but excluding any Third Party Software and Open Source Software;

Software Service: the service used by the Customer to access the Software, as detailed on the Front Sheet, eg, On Premise, and/or Tribal Cloud SaaS, Tribal Edge SaaS, and/or Tribal Edge Dynamics SaaS;

Software and Service Documentation: the instruction manuals, training manuals, user guides and other information relating to the Software (including any Major Release thereof) to be made available to the Customer, whether printed or electronically distributed;

Software Updates and/or Software Upgrades: as set out in Schedules 11, 12, 13 and 14, as applicable;

Specifications: the specification/s agreed between the Customer and Tribal which sets out the operational function requirements of the Software in accordance with Schedule 4 which are in addition to the Function of the Software detailed in Schedule 3;

Student FTE Number: the Student Full Time Equivalent Number (FTE) for the Customer published by the Independent Arbiter from time to time and which is also known as Equivalent Full Time Student Load (EFTSL);

Support Fees: as set out in Schedule 8;

Support Hours: as defined in Schedules 9, 12, 13 and 14, as applicable;

Support Services: the support provided for the Software in accordance with the Type of Support set out on the Front Sheet and as detailed in the corresponding Schedule for that Type of Support;

Support Service Procedure: as set out in Schedule 9;

Supported Software: the Software subject of a Support Service;

Synthetic Transaction: A transaction developed for the purposes of measuring Service Performance for example logging into the system or accessing a

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certain webpage in the application;

Tasks: as defined in Schedule 6;

Taxes: VAT, GST, consumption tax or any other sales tax or stamp duty applicable to the relevant Jurisdiction, the subject of this Agreement;

Technical Configuration: as set out in Schedule 11 and 12, as applicable;

Term: as defined in on the Front Sheet;

Termination Assistance Services: as defined in clause 22.1(e);

Third Party Applications: any software licensed by the Customer from a third party and integrated in the Tribal SaaS and Cloud Services, as applicable;

Third-Party Licence: the licence to be entered into directly between a Third-Party Proprietor and the Customer or (as the case may be) the sub-licence to be entered into between Tribal and the Customer in such form as may be required by the Third-Party Proprietor, for the use of Third-Party Software and/or Third Party Application;

Third-Party Software: any software provided by Tribal in connection with this Agreement, and which is integrated into the Software, the copyright of which is not owned by Tribal;

Third-Party Proprietor: the person, firm or company who/which owns the Third-Party Software;

Transition Support: as set out in Schedule 12;

Tribal Cloud Infrastructure Fee: as set out in Schedule 8, if applicable;

Tribal Cloud Professional Services Fee: as set out in Schedule 8, if applicable;

Tribal Cloud SaaS: the Software specified in Schedule 3, made available to Authorised and Permitted Users on demand via the Internet from Tribal's servers as detailed in Schedule 12 together with the Core Support Services detailed in Schedule 9;

Tribal Cloud SaaS Initial Subscription Fee: as set out in Schedule 8, if applicable;

Tribal Cloud SaaS Hours: as set out in Schedule 12;

Tribal Cloud SaaS Management: as set out in Schedule 12;

Tribal Communities: web-based searchable knowledge base, providing access to Frequently Asked Questions (FAQs), Wiki pages and a list of previously reported issues that have been identified within the versions of the Software;

Tribal Edge Dynamics SaaS Delivery Period: as set out in Schedule 14;

Tribal Edge Dynamics SaaS Services: as set out in Schedule 14;

Tribal Edge Dynamics Software As A Service or Tribal Edge Dynamics SaaS: the Software specified in Schedule 3, made available to Authorised Users and Permitted Users as an Online Service as detailed in Schedule 14 together with the Core Support Services detailed in Schedule 9;

Tribal Edge SaaS Delivery Period: as set out in Schedule 13;

Tribal Edge SaaS Services: as set out in Schedule 13;

Tribal Edge Software As A Service or Tribal Edge SaaS: the Software specified in Schedule 3, made available to Authorised Users and Permitted Users as an Online Service as detailed in Schedule 13 together with the Core Support Services detailed in Schedule 9;

Tribal IPR: any and all Intellectual Property Rights of Tribal and its Affiliates, including without limitation the Services;

Tribal SaaS: means

(i) Tribal Edge SaaS;

(ii) Tribal Edge Dynamics SaaS; and

(iii) Tribal Cloud SaaS,

as applicable to the Software Service for the Software and detailed on the Front Sheet;

Tribal SaaS and Cloud Services: means:

(i) Tribal Edge SaaS;

(ii) Tribal Edge Dynamics SaaS;

(iii) Tribal Cloud SaaS; and

(iv) Tribal Interfacing as a Service,

as applicable to the Software Service for the Software and detailed on the Front Sheet;

Tribal Software Support Services: as detailed in Schedule 10;

Update: a Minor Release of the Software;

Upgrade: a Major Release of the Software and/or as set out in Schedules 11, 12, 13 and 14, as applicable;

Upstream Systems: Customer managed systems that feed data into Tribal SaaS and Cloud Services;

Usage Analysis: as set out in Schedule 12, if applicable;

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Usage Measures. Measures illustrating how the Services are being used and consumed which will be updated from time to time as the Service is evolved and developed. Usage Measures may include:

(i) Peak and average PowerClient usage;

(ii) Auto-scaling event;

(iii) Database volumes; and

(iv) E:Vision and Stutalk transaction rates.

Venue for Dispute Resolution: the city listed as **Tribal's address for notices**, as detailed on the Front Sheet, or as be nominated by the Independent Mediation Service, or appointed Mediator;

Work Around: reducing or eliminating the impact of an Incident or problem for which the full Resolution is not yet available;

Working Hours: as defined on the Front Sheet and "**Working Days**" shall be construed accordingly.

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SCHEDULE 2

DATA PROTECTION OBLIGATIONS

Customer Note: The Customer must review the content of Clauses 1.4 (a) to (e) in line with the data they do/don't capture in their own databases and highlight any changes to Tribal.

1.1 The following terms shall apply in relation to this Schedule:

Definitions:

"**Data Protection Legislation**" shall mean all applicable data protection legislation for the time being in force in the United Kingdom or any part of it including the Data Protection Act (2018) ("**DPA**"), the Privacy and Electronic Communications (EC Directive) Regulations 2003, and, to the extent applicable, the General Data Protection Regulation (Regulation 2016/679) ("**GDPR**") and/or the UK General Data Protection Regulation 2021 ("**UK GDPR**"),collectively referred to in this document as the "Data Protection Legislation" and national legislation implementing or supplementing the GDPR in the United Kingdom and any applicable member state of the European Union);

"personal data", "**process**" and "**processor**" shall have the meanings given in the applicable Data Protection Legislation.

1.2 Each party shall:

(a) at all times during the term of this Agreement, comply with the Data Protection Legislation; and

(b) to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under this Agreement;

(c) comply with the additional provisions set out in paragraph 1.4(f) and 1.4(g) (as applicable) of this Schedule.

1.3 The parties acknowledge that the types of personal data processed pursuant to this Agreement (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in this Schedule. In relation to all personal data provided or made available to Tribal by or on behalf of the Customer and/or any of its Affiliates and which Tribal processes as a processor of the Customer, Tribal:

(a) acknowledges that, as between the parties, it acts as a processor;

(b) shall only process such personal data in accordance with this Agreement and the Customer's documented instructions issued from time to time (which the Customer shall ensure are compliant with the Data Protection Legislation) and Tribal will inform the Customer if, in its opinion, an instruction infringes applicable UK, EU, or EU Member State law;

(c) shall implement and operate, and shall procure that any permitted sub-processor implements and operates, appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by Tribal pursuant to this Agreement; and

(d) shall not, without the prior written consent of the Customer, transfer any such personal data to a country or territory outside the UK or the European Economic Area unless adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Legislation.

1.4 For the purposes of this Agreement, and paragraphs 1.2 and 1.3 of this Schedule, the parties set out below a description of the personal data being processed under this Agreement and further detail required pursuant to the Data Protection Legislation.

(a) Types of personal data

Personal details (title, first name, last name), position, contact information, location data, ID

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data, nationality, goods and services provided, financial information (bank or credit/debit card details), internet protocol address.

(b) Duration of processing

Until the earliest of termination of this Agreement in accordance with its terms or the date upon which processing is no longer necessary for the purposes of either party performing its respective obligations under this Agreement (to the extent applicable).

(c) Nature of processing

Collection, storage, duplication, electronic viewing, deletion and destruction.

(d) Purpose of processing

Administration, support and management of Customer's business operations, including any activities that may be required as part of the student management process.

(e) Categories of data subject

Customers, officers, employees and temporary staff of Customer and its Affiliates, Customer end users, complainants, correspondents, enquirers, suppliers, advisers, consultants and professional experts.

Additional provisions

(f) Tribal:

(i) shall be entitled to engage any of its Affiliates as a sub-processor, on the same terms as this Schedule, and the Customer acknowledges that it consents to this;

(ii) shall provide reasonable cooperation and assistance to the Customer in ensuring compliance with:

(A) the Customer's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation as they relate to this Agreement;

(B) the Customer's obligations set out under Articles 32 – 36 of the GDPR to:

(I) ensure the security of the processing;

(II) notify the relevant supervisory authority and any data subjects, where relevant, of any relevant personal data breach;

(III) carry out any data protection impact assessments ("**DPIA**") on the impact of the processing on the protection of personal data; and

(IV) consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk;

(iii) shall make available to the Customer all information reasonably required by the Customer to demonstrate Tribal's compliance with its obligations set out in this Schedule 2 and allow and co-operate with any data protection audits and inspections conducted by the Customer or another auditor mandated by the Customer, provided no more than one such audit or inspection is conducted during any 12-month period; and

(iv) shall, at the choice of the Customer, delete or return all the personal data to the Customer after the end of the provision of Services related to the processing, and shall delete existing copies unless applicable law requires storage of the personal data;

(g) Customer acknowledges that the provision of Services by Tribal requires the use of sub-processors. Customer hereby grants to Tribal general authorisation for sub-processing provided that:

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(i) Tribal shall keep Customer informed of all sub-processors engaged in the provision of the Services;

(ii) Tribal shall notify Customer of any intended changes concerning the addition or replacement of sub-processors, giving Customer the opportunity to object to such changes; and

(iii) the relevant data protection obligations of this Schedule shall be imposed on each sub-processor by way of a contract or other legally binding agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of (i) this Schedule; and (ii) the Data Protection Legislation. Where the sub-processor fails to fulfil its data protection obligations, Tribal shall remain fully liable to Customer for the performance of the sub-processor's obligations.

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SCHEDULE 3
SOFTWARE

1 Software

This Schedule, including its Definitions (which only apply in respect of this Schedule unless otherwise stated in this Agreement), describes the Software, the specific modules, function, capability and Deliverables to be provided to the Customer, on the terms and conditions of this Agreement and subject to payment of Fees. The term Software includes the Existing Software and New Software as detailed in Tables A and B below.

2 Existing Software

The Customer has previously licensed the Software set out in Table A below ("**Existing Software**"). As noted in Any Other Information on the Front Sheet, upon the Effective Date this Agreement will supersede the existing agreement and the Existing Software will be subject to this Agreement. For clarity the Existing Software has already been implemented and the Customer is using the Existing Software in live production. Accordingly, there are no Implementation Services to be provided in relation to the Existing Software.

Table A – Existing Software (Maytas Modules)

Function	Capability	Licence Number
Maytas 5	Maytas Core will provide users with the following functions: - Formula funded and non-formula funded contracts - Learner, personnel and organisation records - Bulk updating of records using Global Updater - LRS integration - User permission management - Apprenticeship Service upload - Mail merge - Standard Report Library	CAN-0044529
M5 Licences	Allows a named user to access Maytas	CAN-0044535
Contact Log	The contact log module allows users to track contact with learners, personnel and organisations. Where used in conjunction with the corresponding Microsoft Outlook plugin emails can be sent from the system and responses tagged against the relevant record.	CAN-0044536
PLR	This allows the user to import the Personal learner record from the LRS and is then stored against the learner record.	CAN-0044534
ILR Batch	The ILR Batch function will provide users with the ability to generate a batch XML file in line with th ESFA requirements.	CAN-0044533
Business Intelligence	Providing a standard set of dashboards to a confirmed number of users, using Mayta information.	

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Software Limitations	**Site**	Cloud Deployment
	Authorised and Permitted Users	The licences to the Software granted in clause 3 are for the following number of Authorised and Permitted Users:

Software	Number of Authorised Users	Number of Permitted Users
Maytas	56	56

Definitions

The following definitions apply to this Schedule 3:

- Cloud Technical Services Team: The Tribal Cloud Technical Services Team are responsible for the provision of chargeable installation and managed technical services;
- ESFA: Education and Skills Funding Agency (ESFA) is responsible for funding of education the and skills programmes;
- ILR: Learner Record (ILR) is the primary data collection about education and work-based learning in England;
- IQA: Internal Quality Assurance (IQA) is the task completed to verify and accept assessments and learning evidence;
- LLWR: Lifelong Learning Wales Record (LLWR) is the Welsh government statistics on learners in post-16 education and training, excluding those at schools but including those at further education institutions, other work-based and community learning providers learning provision;
- SQL: Structured Query Language (SQL) is a domain-specific language used in programming;
- SSRS: SQL Server Reporting Services (SSRS) is a Reporting Services for creating, publishing and managing reports;
- URL: Uniform Resource Locator (URL), known as a web address, is a a web resource that specifies a location on a computer network.

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SCHEDULE 4
SPECIFICATIONS

As detailed in Schedule 3.

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SCHEDULE 5

IMPLEMENTATION SERVICES

1

Is Tribal providing Implementation Services?	No

2 IMPLEMENTATION SERVICES

2.1 Summary

This Schedule describes the Implementation Services to be performed by Tribal, during the Implementation Services Delivery Period, in accordance with the Implementation Responsibilities, on the terms and conditions of this Agreement and subject to payment of Fees.

2.2 Implementation Services

Tribal shall assist the Customer in setting up and implementing the Software, such assistance to be reasonable and at Tribal's discretion.

Tribal will deliver Implementation Services Remotely except (i) where the Customer specifically requests and Tribal agrees, and if so, will be reflected in the Implementation Fees, or (ii) Tribal advises that it is not practicable or an efficient use of resources.

Unless specified otherwise in this Agreement, the Day Rates in Table 5 will apply to Remote or On Site Services, as applicable.

In circumstances where there is excessive and/or weekend travel required to attend On Site, Tribal will charge the Personnel Commute Fees.

2.3 Implementation Objectives

The Implementation Objectives applicable to this Agreement are:

- Install the Software, as specified in the order.
- Manage learners funded through various funding streams.
- Monitor progression and achievement through assessment.
- Implement the software, as specified in the order, to facilitate the submission of data returns.

2.4 Implementation Services Scope

2.4.1 In-Scope

The following is a summary of the implementation services that are "in scope" and will be delivered by Tribal.

- Delivery of Software as specified in this Agreement.
- Delivery of services as specified in this Agreement.
- Collaboration in developing and maintaining a project plan.
- Installation of a live version of the software specified in this Agreement.
- Data migration as specified in this Agreement.
- Training of trainers/SMEs on the system functionality.
- Transfer to the Tribal Support Team.

2.4.2 Out of Scope

The following are implementation services that are "out of scope" and will not be delivered by Tribal. In the event that a Customer requires any of these or other services which are not In Scope then a Change Request should be completed and agreed by Tribal and the

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Customer.

- Delivery of products and services not listed in this Agreement
- Provision of guidance or training on ILR, LLWR or CTS data entry, funding claim submission, evidence requirements or compliance.
- Evaluation of current practices and procedures
- Creation and set up of additional Maytas and e-track instances
- Troubleshooting client IT issues
- Installation of non-Tribal software
- Development of integration or data transfer solutions not specified
- End user training unless included in this Agreement
- Customisation
- Business process reengineering
- Organisational change management
- Relationship management with third party suppliers

2.5 Implementation Services Delivery Period

The following dates have been provided as estimates for the start and completion of each phase. Subject at all times to clause 16.5, On the initiation of the project (post execution of this Agreement) the Tribal Project Manager and the Customer Project Manager will meet and agree timescales and resource requirements.

No.	Activity	Activity objective	Estimated Start Date	Estimated Completion Date
1.	Installation	Installation of Software	MONTH-YEAR	MONTH-YEAR
2.	Training	Solution training	MONTH-YEAR	MONTH-YEAR
3.	Handover	Handover to Tribal Support	MONTH-YEAR	MONTH-YEAR

2.6 Implementation Fee

As detailed in Schedule 8

2.7 Implementation Services Payment Terms

As detailed in Schedule 8

2.8 Day Rates*

Table 5: Day Rates

Role Description	Remote Daily Rate*	On Site Daily Rate**
Technical Installation	[redacted]	[redacted]
Professional Services Consultant	[redacted]	[redacted]
Configuration Services Consultant	[redacted]	[redacted]

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Role Description	Remote Daily Rate*	On Site Daily Rate**
Project Manager	[redacted]	[redacted]

* The Day Rates are current at the time of this Agreement but Tribal reserves the right to charge the Day Rates current at the time of the provision of any services.

** The Day Rates are exclusive of Expenses.

2.9 Expenses

As set out in clause 9.2 and detailed here (if applicable).

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SCHEDULE 6

IMPLEMENTATION RESPONSIBILITIES

1

Are Implementation Responsibilities required?	No

2 Implementation Responsibilities overview

This Schedule describes the Implementation Responsibilities and roles in respect of the Services.

Table 6: Implementation Responsibilities

Role	Outline Responsibilities
TRIBAL	
Project Manager	• Work with the Customer Project Manager on the Project Plan. • Ensure projects tasks are completed in line with the project plan. • Resolve project bottlenecks and barriers. • Escalate issues to the appropriate party for resolution. • Be the primary point of contact for the Customer project team.
Implementation Lead	• Conduct application orientation and train-the-trainer activities. • Support the Customer's Lead User and SMEs in specific configuration requirements. • Collaborate with the Customer and Tribal Project Managers. • Escalate issues to the appropriate party for resolution. • Participate in project meetings, as required.
Application Consultant	• Subject Matter Advisor. • Training. • Escalate issues to the appropriate party for resolution.
Configuration Consultant	• Development and configuration of software components and interfaces to other systems. • Escalate issues to the appropriate party for resolution.
Technical Consultant	• Installation of the ebs software in liaison with the Customer's technical representative and system administrator. • Provide technical support during the implementation phase. • Provide support during UAT.
CUSTOMER	
Project Sponsor	• Demonstrate senior management level support and commitment to the project. • Serve as the primary decision maker or project proceeds. • Ensure resources are committed to the
Project Manager	• Work with the Tribal Project Manager o project delivery, including risk mitigatior

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	• Ensure Customer project tasks are completed in line with the project plan. • Resolve project bottlenecks and barriers. • Escalate issues to the appropriate party for resolution. • Be the primary point of contact for the customer project team.
Lead User **Subject Matter Expert**	**Typical Customer Roles** □ MIS Manager □ Student Records Manager □ Functional Area Lead (e.g. Examinations, Admissions) • Provide guidance on the business process and requirements. • Provide answers to questions in relation to configuration. • Participate in train-the-trainer activities. • Participate in UAT. • Deliver end-user training.
System Administrator	• Provide end-user support and day-to-day administration of the system. • Work with the Project Team in achieving the project objectives. • Undertake local configuration with support from the Tribal team. • Participate in train-the-trainer activities.
Technical Representative	• Provide access to the relevant systems for users, administrators, Tribal Support and the Project Team. • Ensure backups of database and configuration files is undertaken for the live and test environments. • Undertake software upgrades as required. • Provide ongoing technical support for the project.

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SCHEDULE 7

ACCEPTANCE TESTING

1

Is the Software and Software Service subject to Acceptance Testing?	No

2 **Acceptance Testing.**

The parties shall mutually agree, and work in good faith, to test the Software and its configuration ("**Acceptance Tests**"). The Acceptance Tests shall not incorporate a Proposal unless agreed to in writing by both parties.

3 **Acceptance**

In the event that the Customer uses the Software (except for testing purposes), then the Software shall be deemed to have been accepted on the date of first use without the need for Acceptance Tests.

Subject to this Schedule, acceptance of the Software shall be deemed to take place when the Software has passed such Acceptance Tests and both parties undertake that they shall use all reasonable endeavours to ensure that such Acceptance Tests shall be completed by the date agreed between the parties.

4 **Delayed Acceptance Tests**

In the event that Acceptance Tests are delayed due to the acts or omissions of the Customer, then Tribal may give fourteen (14) calendar days' notice of its requirement that the Acceptance Tests shall be carried out. If such Acceptance Tests are not then carried out within the fourteen (14) calendar days ("**Compulsory Testing Period**") due to the continuing acts or omissions of the Customer (including the Customer failing to notify Tribal in writing whether the Software has been accepted or otherwise), the Software shall then be deemed to have been accepted at the end of the Compulsory Testing Period.

5 **Dispute as to Acceptance**

If the Acceptance Tests are carried out and the parties are in dispute as to whether the Software have passed the Acceptance Tests, the dispute shall, in the first instance, be referred to the most senior members of the respective parties to resolve, but, in default of agreement being reached within a further fourteen (14) days from the completion of the Acceptance Tests, either party may refer the dispute to the procedure set out in clause 27.

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SCHEDULE 8

FEES AND PAYMENT TERMS

1 Payment Terms overview

The Customer shall pay Tribal the Fees in accordance with the Payment Terms set out in this Schedule 8, on the terms and conditions of this Agreement.

2 Fees

2.1 Not used

2.2 Not used

2.3 Subscription Fees

2.3.1 Not used

2.3.2 Annual Subscription Fees

The total Annual Subscription Fees for the Initial Term for the Software Service is **£54,988.99** (as set out in Table 13 below).

The actual Fees in any Renewal Term will be determined by applying:

(a) The cumulative Annual Fee Increase Benchmark (in accordance with clause 10.6 of the General Terms, and using the Annual Fee Increase Benchmark described further in section 4.1 below);

(b) Any adjustment required due to a Metric Level falling within a new Metric Band (as applicable) (in accordance with clause 10.3 of the General Terms, and as described further in section 4.2 below);

(c) Not used; and

(d) Any other adjustment determined in accordance with the provisions of this Agreement.

Table 13: Annual Subscription Fees

Contract Year	Estimated Dates	Tribal Cloud SaaS Annual Subscription Fee		Total Annual Subscription Fee
		Tribal Cloud Fee	License and Support Fee	
1	1 April 2022 to 31 March 2023	[redacted]	[redacted]	**£54,988.99**
Total Initial Term		[redacted]	[redacted]	**£54,988.99**

2.4 Implementation Fees

There are no Implementation Services to be provided under this Agreement.

3 Payment Terms

3.1 Unless otherwise set out in this Schedule, the Fees will be paid in accordance with the Payment Terms in Table 14 below.

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Table 14: Payment Terms

Fee	Due Date
Annual Subscription Fee	Annually in advance, due 30 days after the receipt of a Tax Invoice, with the first payment due on the Effective Date, and then annually on each 1st April each Contract Year.
Implementation Fee	Invoiced, as incurred, monthly in arrears and payable 30 days after the receipt of a Tax Invoice.
Professional Services (if applicable)	As detailed in Schedule 17.
All other Fees	As set out in this Schedule.

Note

- Fees listed in Schedule 8 exclude all Expenses (e.g. travel, subsistence and accommodation).

4 Fee Adjustments

4.1 Annual Fee Increase Benchmark

- The Annual Fee Increase Benchmark shall be as follows:
  - Computer Economics Limited Index

4.2 Metric Fee Adjustment

Set out in Table 15 below is the impact on the Fees (excluding changes for the Annual Fee Increase Benchmark) for a Metric Level in accordance with clause 10.3 or clause 10.5.

Table 15: Metric Fee Adjustment for Annual Fees –Tribal Cloud SaaS and Tribal SaaS

Metric	Metric Band	Incremental Annual Fee adjustments for each Metric Band		Total Change in Annual Fees
		Tribal Cloud SaaS		
		Tribal Cloud Fee	Licence and Support Fee	
Learner Numbers	Per 500 Learner Number	E [redacted]	E [redacted]	E [redacted]

5 Implementation Services Cancellation Fees

Any and all Expenses (including, without limitation, travel costs and accommodation and daily per diem allowances) plus:

(a) if the Customer provides more than 14 Working Days' notice from the date that the Implementation Services are to commence, no charge apart from non-amendable or non-cancellable Expenses;

(b) if the Customer provides 7-14 Working Days' notice from the date that the Implementation Services are to commence, Customer shall pay 50% of the Implementation Services Fee (up to a maximum of the Fee for 14 Working Days for each member of Tribal's Personnel scheduled to provide the Implementation Services) if Tribal was not able to arrange other chargeable work for each member of Tribal's Personnel and any non-amendable or cancellable Expenses;

(c) if the Customer provides less than 7 Working Days' notice from the date that the Implementation Services are to commence, Customer shall pay 100% of the Implementation Service Fee (up to

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a maximum of the Fee for 14 Working Days for each member of Tribal's Personnel scheduled to provide the Implementation Services) if Tribal was not able to arrange other chargeable work for **each member of Tribal's Personnel and any non**-amendable or cancellable Expenses;

provided that, if Tribal can find another booking for its Personnel, no charge will be made apart from non-amendable or non-cancellable Expenses.

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SCHEDULE 9

CORE SUPPORT SERVICES

1 Core Support Service Description

This Schedule describes the Core Support Services to be performed by Tribal, in respect of the Software and Software Service during the Term, on the terms and conditions of this Agreement.

2

Commencement Date	Effective Date unless otherwise agreed between the parties in writing.
Supported Software	The Software on the Front Sheet (and detailed in Schedule 3) where the Type of Support Service is Core Support Services.
Support Hours	The Working Hours set out on the Front Sheet when the Core Support Services described in this Schedule will be provided. ("**Support Hours**").
Access to Core Support Services	Core Support Services are accessed via Tribal's Service Desk, either by phone or the Self Service Tools. The Self Service Tools comprise: • **Customer Portal:** Provision of a web-based tool for reporting Incidents available 24 hour by 365 day basis (excluding scheduled down time). • **Tribal Communities:** Provision of a web-based searchable knowledge base, providing access to Frequently Asked Questions (FAQs), Wiki pages and a list of previously reported issues that have been identified within the versions of the Software.
Levels of Core Support Services	Within Tribal, Core Support Services are delivered via three-levels: • Level 1 Support; • Level 2 Support; and • Level 3 Support, in accordance with the Core Support Services Response and Resolution process.
Level 1 Support	The Level 1 Support Team (Service Desk) will undertake initial analysis of an Incident and undertake basic triage to attempt to identify the root cause of an Incident. The Service Desk is staffed to provide a single point of contact for Designated Customer Support Staff to report (through the Customer Portal) and progress Incidents relating to the use of the Software and Software Service. The Level 1 Support team will document each Incident into the Customer Portal and will issue a case number to the Customer. If the Incident cannot be resolved at Level 1 then it will be escalated to Level 2 Support. This may be necessary where a greater depth of technical knowledge is required to resolve the incident, or where specialist skills or capability is required.
Level 2 Support	Level 2 Support will undertake deeper and more specialised investigation of an Incident in an attempt to identify the root cause and rectify the Incident. Where an Incident is identified that cannot be reproduced, Level 2 Support will typically contact the Customer to obtain more information in order to reproduce the Fault. Where it is not possible to reproduce a Fault then it will be necessary to

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	close the Incident. Escalation to Level 3 Support may be required where a problem is highly complex or requires changes to the underlying application code or Infrastructure.
Level 3 Support	Level 3 Support is the highest level of technical expertise which may involve Software updates or other corrective actions.
Support Service Procedure	In relation to the Response and Resolution Service Level Targets (**SLT**): • the periods of time that refers to the provision of a Resolution shall commence at such time as the Customer has logged the request with the Service Desk, either through the Customer Portal or over the phone. The time calculated to provide a Resolution shall exclude any time when Tribal is waiting on a response from the Customer; • where Tribal has provided instructions for a Work Around for the Fault, it shall be applied or followed as soon as reasonably practicable. A Work Around may be deemed to be the final corrective action depending on the Priority of the Fault; • in the event that Tribal cannot identify a Work Around for the Fault or provide a Resolution within the relevant Resolution SLT it shall notify the Customer of the date by which it reasonably believes it shall provide a Work Around for the Fault or provide the Resolution and shall use Commercially Reasonable Efforts to meet this date; • The objective description of the Fault and/or Priority will be used to determine the actual Priority level following triage. The Customer will typically report an incident and set an initial Priority designation. Tribal will commence triage in respect to the Customer Priority designation and subject to findings will determine the Priority designation. Any changes (increases or decreases) in Priority level will be communicated to the Customer by Tribal; • Where Fault and/or Priority designation is changed, the time to provide a Resolution will change to the corresponding Priority level values and SLT. For example, if a Fault designation is to be increased the SLT will be shortened; where a Fault designation is decreased, the SLT will be lengthened; • Where a reasonable and effective Work Around is provided against a Priority 1 or 2 Cloud Fault designation, the Resolution SLT will be changed to the Priority 3 SLT but the Fault will retain its original priority designation; and • In the event that the Customer disagrees with the designation set by Tribal, they shall be entitled to escalate the designation in accordance with the Support Services Escalation Procedure.
Support Services Escalation Procedure	Where a Fault, Restoration Request or Alert is not Resolved in accordance with the Response and Resolution Times, or there is a material unresolved issue in relation to a designated Fault Type the Customer shall be entitled to escalate the matter in accordance with the following table:

Table 17: Core Support Services Escalation Levels

Escalation Level	Contact Person	Timeframe
1	Support Service Desk Manager	Within 1 Working Hour of the Fault level being designated by Tribal

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	2	Regional Customer Services Manager	Within 2 Working Hours of the Fault level being designated by Tribal
	3	Service Delivery Director	Within 7 Working Hours of the Fault level being designated by Tribal
	Tribal shall upon request from the Customer notify the Customer of the identity of the individuals holding each of the above positions. Notwithstanding the Customer exercising its right to escalate the dispute, Tribal shall continue to work towards the provision of a Work Around or correction of such Fault.		
Service Engagement and Reporting	Service Engagement and Reporting covers communication during the Resolution of Critical and Major Faults in the Supported Environments only and the provision of Root Cause Reports following the Resolution of these Incidents. Times indicated are estimates only and wherever possible, a Report will be provided more quickly. Service reporting includes: • Critical Fault Report; • Major Fault Report; and • Root Cause Report. Depending on the nature of the Fault and the time needed to determine the root cause, the Root Cause Report may be combined with the Critical Fault Report or the Major Fault Report.		

Table 18: Core Support Services - Critical Fault (Priority 1) communications and engagement

Report Timeframe	Report
After initial triage and diagnosis	If Resolution is clear and straightforward, then this will be actioned. If not, a Major Incident Team will be assembled and a MI Manager will be appointed. The Customer will be provided with the MI Manager name and contact details.
Within 1 Working Hour.	In addition to basic data such as case number, date and time, Customer contact details and Software version details, the initial triage will provide the following information via Customer Portal: • A problem statement; • A business impact assessment; • A description of the symptoms experienced; • Any steps identified to reproduce the problem; and • Reference to any significant changes that have been ca the incident occur Customer Portal updates w provided in real time, each automatically notify by ema Further updates will be pr going basis, typical

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		call.
	Within 2 Working Hours, a technical escalation will occur to the next level of support.	In addition to the basic information communicated via Customer Portal, a technical plan of action will be communicated. This will typically include: • Technical steps to Resolve Incident or provide a Work Around; • Contingencies if steps do not Resolve the Incident; • Timeframes for each step; • An indication of the expected duration of any downtime or loss of service; and • Customer approvals and/or actions required to undertake recovery. A Major Fault Incident Bridge will be opened using Microsoft Teams or other suitable technology. The Incident Bridge will allow for continuous monitoring of the technical plan and Customer staff will be added to the Incident Bridge as required.
	Within 4 Working Hours a technical escalation will occur to the next level of support.	Findings of research of previously reported issues will be communicated. Additional steps and plans will be discussed and communicated until the problem has been Resolved or a Work Around provided.
	Within 4 Working Days, a Root Cause Report will be provided.	A Root Cause Report will be provided.

Table 19: Core Support Services - Major Fault (Priority 2) communications and engagement

Report Timeframe	Report
After initial triage and diagnosis	If Resolution clear and straightforward, then this will be actioned. If not, then an Incident manager will be assigned and they will manage the Incident through to resolution.
Within 2 Working Hours.	In addition to basic data such as case number, date and time, Customer contact details and Software version details, the initial triage will provide the following information via the Customer Portal: • A problem statement; • A business impact assessment; • A description of the symptoms experienced; • Any steps identif the problem; and • Reference to any s that have been ca the incident occur

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		Customer Portal updates will continue to be provided in real time, each update will automatically notify by email to the Customer
	Within 4 Working Hours, a technical escalation will occur to the next level of support.	In addition to the basic information communicated via Customer Portal, a technical plan of action will be communicated. This will typically include: • Technical steps to Resolve Incident or provide a Work Around; • Contingencies if steps do not Resolve the Incident; • Timeframes for each step; • An indication of the expected duration of any downtime or loss of service; and • Customer approvals and/or actions required to undertake recovery. An Incident Bridge may be opened as required using Microsoft Teams or other suitable technology The Incident Bridge will allow for continuous monitoring of the technical plan and Customer staff will be added to the Incident Bridge as required.
	Within 8 Working Hours, a technical escalation will occur to Level 3 support.	The Incident Bridge will allow for continuous monitoring of the technical plan. Findings of research of previously reported issues will be communicated. Additional steps and plans will be discussed and communicated until the problem has been Resolved or a Work Around provided.
	Within 7 Working Days a Root Cause Report will be provided.	The Root Cause Report will be provided.
Excluded Support Services	The following events are Excluded Support Services and are not included in Core Support Services: • misuse or incorrect use of the Software and/or Software Services, use of the Services in combination with equipment or software not designated by Tribal for use with the Services; • Operator error; • the use of the Services for a purpose either for which it has not been designed or which was not specified by the Customer in writing to Tribal prior to delivery of the Services to the Customer; • the use of the Services on inappropriate equipment; • in respect of any Customisation to the Service approved by Tribal; • the failure by the Customer to implement recommen or solutions to Fault previously advised by Tribal; • the failure of any hardware including the Operating S hardware, save where such Infrastructure is provide this Agreement;	

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	• the Customer's failure to maintain and manage hardware in accordance with the hardware supplier's recommendations, including the application of firmware updates and security patches, save where such Infrastructure is provided in accordance with this Agreement; • where a Third-Party Proprietor provided software or infrastructure upon which the Tribal Services are dependent ceases to support such software; examples include, but may not be limited to Operating System, internet browsers, database versions; • the provision of any security compliance requirements over those specified in this Schedule including cloud integrity monitoring and log inspection services; • the Customer's failure to abide by the General Terms of this Agreement; • the Open Source Software and/or Third-Party Software (provided that Tribal shall use reasonable endeavours to provide a work around in respect thereof in consultation with the Third-Party Proprietor); • any configuration of Customer data that is not consistent with the typical use of the Software or Service; • if malfunctions or defects are due to improper use of the Software, or for any reason external to the Software, including, but not limited to, failure or fluctuation of electrical supplies, hardware failures, accidents or natural disasters; • advice on problems experienced by the Customer in operating the Software which do not fall within the scope of the Core Support Services; • consultation regarding enhancement of the Software; and • the provision of training, and/or Professional Services except where these are provided by Tribal. Tribal may, upon request by the Customer, provide Professional Services to assist in the resolution of Excluded Support Services in accordance with Schedule 17, Professional Services agreement.
Customer Responsibilities	Customer Responsibilities include: • providing suitable user access devices; • prompt notification of any Software malfunction; and • providing Tribal with access to staff in a timely manner to Resolve any Incident, where the root cause is unclear.

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3 Core Support Service Levels

Response and Resolution

Tribal shall respond to Incidents and use Commercially Reasonable Efforts to achieve the stated Service Level Targets (SLT) in respect of the Responses and Resolutions, subject to the Core Support Services Procedure. Times indicated are estimates only and wherever possible, a Response or Resolution will be provided more quickly. For clarity, the SLT's only apply within the Support Hours.

The following table details the SLT's for the Production Environment in live operation:

Table 20: Core Support Services - Service Level Targets

Fault Type	Response SLT	Resolution SLT	Typical Resolution Objectives
Critical Fault (Priority 1)	30 minutes during a Working Day	4 Working Hours	To provide a Fault correction or reasonable Work Around. Resolution may involve a restarting of the service, alterations to the configuration of the Environment, a restore from a previous version, or the application of a fix to a previously reported issue.
Major Fault (Priority 2)	1 Working Hours	3 Working Days	To provide a Fault correction or reasonable Work Around. Resolution may involve a restarting of the service, or a restore from a previous version, or the application of a fix to a previously reported issue.
Important Fault (Priority 3)	4 Working Hours	20 Working Days	This Priority level has a Work Around available.
Minor Fault (Priority 4)	8 Working Hours	No SLT Commitment	This Priority level has a Work Around available and may involve the issue of a Software update.

During periods outside the Support Hours, for Major Faults, Important Faults and/or Minor Faults, the Response SLT and Resolution SLT start times (for the purpose of calculating Response and Resolution timeframes) will begin from the start of the next Support Hours period.

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SCHEDULE 10

TRIBAL SOFTWARE SUPPORT SERVICES

1 Tribal Software Support Services Overview

This Schedule describe the Support Services to be performed by Tribal, in respect of Tribal Software during the Term, on the terms and conditions of this Agreement.

2

Is Tribal providing Tribal Software Support Services?	Yes
Commencement Date	Effective Date unless otherwise agreed between the parties in writing.
Supported Software and Software Service	The Software on the Front Sheet (and detailed in Schedule 3) where the Software Service for that Software is On Premise or Tribal Cloud SaaS.

3 Tribal Software Support Services Description

Tribal Software Support Services	**The Tribal Software Support Services include:** • provision, but excluding the management and implementation by Tribal, of Patches, scripts and Minor Releases (at Tribal's sole discretion), subject to the provision of Release Implementation Services and the Customer's compliance with the Release Installation Procedure (detailed in this Schedule); • provision, but excluding the management and implementation by Tribal save where such services are provided in accordance with this Agreement, of Major Releases, at intervals as determined solely by Tribal at no additional charge, subject to the provision of Release Implementation Services and the Customer's compliance with the Release Installation Procedure; and • provision of Support Services Reporting in respect of any unresolved Critical Application Faults and/or Major Application Faults. For the avoidance of doubt, Tribal Software Support Services do not cover the Excluded Support Services.
Continuous Service Improvement	**Release Implementation Services** The Customer acknowledges that a level of integration and/or implementation may be required in respect of a Major Release. The fees for such Release Implementation Services shall be estimated by Tribal to the Customer upon request.
	Release Installation Procedure The Customer shall install any and all Major Releases or Minor Releases in a Non-Production Environment prior to the Production Environmen any) to Tribal before installation of the Major Releases or I Production Environment.
Customer Responsibilities	**Customer Responsibilities include:** • the provision of remote access and other necessary tele **facilities to Tribal's requirements for remote investigat**

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SCHEDULE 11

ON PREMISE MANAGED SERVICES

1 On Premise Managed Services Overview

1.1 This Schedule describes the On Premise Managed Services to be performed by Tribal, during the On Premise Managed Services Delivery Period, on the terms and conditions of this Agreement.

1.2

Are On Premise Managed Services being provided?	No
Commencement Date	Effective Date unless otherwise agreed between the parties in writing.
Supported Software and Services	The Software on the Font Sheet (and detailed in Schedule 3) where the Software Service for that Software is On Premise.
Support Services	The On Premise Managed Services are supported in accordance with: • Schedule 9: Core Support Services; • Schedule 11: On Premise Managed Services (detailed below).
On Premise Managed Services Delivery Period	The On Premise Managed Services shall be provided for the duration of the Initial Term and any subsequent Renewal Term unless agreed otherwise in writing.
Support Hours	The Working Hours set out on the Front Sheet when the Core Support Services described in this Schedule will be provided. ("**Support Hours**").
Level of On Premise Managed Service	**Enterprise Level**
Third-Party Applications	**Table 21: On Premise Managed Services - Database and Third-Party Applications** **On Premise Database & Third-Party Program** / **On Premise Database & Third-Party License Terms** / **Volume/Limits** [TBC] / [TBC] / [TBC]
Supported Environments	The following Environments are covered by the On Premise Managed Services: **Table 22 On Premise Managed Services - Supported Environments**

Type of Environment	Name of Environment	Description
Production Environment	Production	The Environment in which the Customer productively conducts

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			actual transactions in day-to-day business operations
	Non-Production Environments 1	Test/UAT	An Environment used for the testing of upgrades, updates or changes to the Application configuration.
	Non-Production Environments 2	Development	An Environment used for the development of changes to the Application configuration.

2 On Premise Managed Services Description

On Premise Managed Services (Enterprise Level)	**On Premise Managed Services** shall include a managed service for the Supported Software and will provide a key supporting role to provide a single point of contact for service management. The On Premise Managed Services consists of two categories listed below, further details are provided in the subsequent sections detailed in this Schedule: • **Application Management Services (Software)**; and • **Engagement Services (Service Management)**. **Please note:** The Customer is responsible for the provision and management of all Infrastructure required to run the Supported Software. The On Premise Managed Services do not provide management and maintenance of the Business Configuration nor any remediation of the Business Configuration necessary for any Update or Upgrade. For the avoidance of doubt, On Premise Managed Service does not cover the Excluded Support Services.
Application Management Services (Enterprise Level)	On Premise Managed Services provides **Application Management Services** for the Application deployed into the Customer supplied Environment. The Applications and Environments covered by this service includes, and is limited to, the Supported Software and where applicable, the On Premise Database and Third-Party Applications and Supported Environments, unless otherwise stated. The scope of the Application Management Services covered in this section includes the following: Management of the Applications encompassing; • **Technical Configuration;** • **Software Upgrades and Upgrades;** • **Third-Party Application; and** • **Platform Management**.
	Technical Configuration The scope of Technical Configuration includes, and is limited to, the Supported Software only. Where applicable, Applications may be modified via back-end configuration files. Modifications typically include the following; • changing User or DB connection details;

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	• revising Application licences; • activating new Application components and services; • changing Application logging; • putting bespoke files and forms into operation; and • applying the latest assignment and configuration files. **NB**: This service does **not** cover Business Configuration or customisation of the Application.
	Software Updates and Upgrades (Enterprise Level) The scope of the Software Updates and Upgrades includes, and is limited to, the Supported Software only. • **Updates:** covers the management and deployment of any corrective software release or code modification provided by Tribal per Application, per Environment. Software updates will be carried out remotely during Support Hours. • **Upgrades:** covers up to two upgrades per year per Application, per Environment. The upgrade can be taken together as part of a double upgrade or as two individual upgrades to meet the Customer's requests. Software upgrades will be carried out remotely during Support Hours.
	Third-Party Applications (Enterprise Level) The scope of Third-Party Application includes, and is limited to, the Third-Party Applications in Table 21 only. Where applicable, On Premise Managed Services will typically provide change management, deployment and verification of the following; • installation, configuration and Upgrade of supported Third-Party Applications; and • Updating and maintenance of supported Third-Party Applications. This service is dependent on the provision and availability of new versions of the Third-Party Applications.
	Platform Management (Enterprise Level) The scope of the Platform Management service includes, and is limited to, the On Premise Database and Third-Party Applications, specifically the Database and Operating System components. On Premise Managed Services, consists of the following services; • database Backup and Restore management - the implementation, maintenance and monitoring of a database backup routine and restorations when required; • database administration, monitoring and advice - the day to day administration of the databases instance, ensuring its availability and performance; • database refresh management - the option of copying fı one environment to another, a "refresh", with appropriat minimise privacy concerns; and • OS administration, maintenance and management - serv Operating System administration typically including the fo ○ system service and process maintenance;

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	○ stopping/starting/restarting services; ○ terminating processes; ○ Application log rotation; ○ local user account administration; ○ Cron and scheduled task management; and ○ advise on OS updates. The On Premise Managed Services covers up to 6 database refreshes per year, with the option to purchase additional refreshes. **NB:** The service excludes the application of operating system patches.
Engagement Services (Enterprise Level)	In addition to the Application Management Services detailed above, Tribal provides Engagement Services for the Supported Software. The scope of the Engagement Services is limited to the Supported Software and where applicable, the On Premise Database and Third-Party Applications and the Supported Environments. On Premise Managed Services entitles the Customer to the following Engagement Services features, which are described in detail below; • **Service Delivery Manager;** • **Service Request Management**; and • **Service Reviews**.
	Service Delivery Manager The **Service Delivery Manager** (**SDM**) will be assigned to the Customer after transition to business as usual (**BAU**). This designated role, will be responsible for providing the following services in BAU; • management of change processes and procedures; • escalation of any problems with Upgrades or Updates; • planning Upgrades in collaboration with Customer requirements; • manage any Major or Critical Faults, maintaining customer communications throughout, including the production of a Root Cause Report; • attend customer service review meetings; and • provide monthly Service Delivery Reports.
	Service Request Management Tribal will monitor and manage the fulfilment of Service Requests permitted within this Service and provide regular updates.
	Service Reviews The Customer is entitled to monthly online service reports and quarterly Service Reviews undertaken remotely. The scope of the Service Review is limited to the Supporte applicable, the On Premise Database and Third-Party Applic and the Supported Environments. The purpose of the Service Reviews is (where applicable) to ac • to agree and/or review the Service Account Plan. The Se

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	will contain the key business processes, projects and activities to be undertaken during the upcoming year including any changes planned or required to underpinning infrastructure; • understand, review and plan future Service Requests and agreeing dates for Upgrades; • to discuss Root Cause Reports for Critical Faults since previous Service Review and progress of any on-going high impacting Incidents (Priority 1 only); and • to report on current system health and performance, including progress updates for any Problems related to P1 or P2 Incidents. The service review will be attended by the SDM and they may be supported by a technical representative where appropriate.
Customer Responsibilities	Customer Responsibilities include: • the provision of remote access and other necessary telecommunication facilities to Tribal's requirements for remote management services and the investigation of Faults; • the provision and ongoing maintenance and upgrade of appropriate technical infrastructure, including security, networking, hosting and licensed software for the Supported Environment used to deploy the Supported software, unless otherwise provided by Tribal as stated in this Schedule; and • providing network connectivity and provision of satisfactory licences for any Third-Party Applications provided by the Customer.

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SCHEDULE 12

TRIBAL CLOUD SAAS

1 Tribal Cloud SaaS

1.1 This Schedule describes the Tribal Cloud SaaS to be provided by Tribal, in respect of the Software for which the Software Service is identified as Tribal Cloud SaaS on the Front Sheet, during the Cloud Services Delivery Period, on the terms and conditions of this Agreement.

1.2

Are Tribal Cloud SaaS being provided	Yes
Commencement Date	Effective Date unless otherwise agreed between the parties in writing.
Supported Software and Services	• The Software on the Front Sheet (and detailed in Schedule 3) where the Software Service is Tribal Cloud SaaS. • Where applicable, the Third-Party Applications detailed in Table 23.
Support Services	The Tribal Cloud SaaS are supported in accordance with: • Schedule 9: Core Support Services; and • Schedule 12: Tribal Cloud SaaS – Support (detailed below).
Cloud Services Delivery Period	The Tribal Cloud SaaS shall be provided for the duration of the Initial Term and any subsequent Renewal Term.
Support Hours	The Working Hours set out on the Front Sheet when the Support Services will be provided. ("**Support Hours**"). Tribal will use reasonable efforts to progress Priority 1 Faults on a 24 hour by 365 day basis if the Customer is able to make their relevant staff available on a 24 hour by 365 day basis.
Cloud Type	Shared Cloud
Level of Tribal Cloud SaaS	Essential
Optional Services to be provided	• Production Environment extended Backup retention: No • Extended Disaster Event Recovery Service: No
Third-Party Application	The licenses to Third-Party Applications agreed to be supplied by the Customer and managed within Tribal Cloud SaaS.

Table 23: Tribal Cloud SaaS - Third-Party Applications

Third-Party Application	Third-Party Application Licence Terms	V
N/A	N/A	N/A

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Supported Environments	The following Environments are provided and supported by the Tribal Cloud SaaS: **Table 24: Tribal Cloud SaaS - Supported Environments**		
	Type of Environment	**Name of Environment**	**Description**
	Production Environment	Live	The Environment in which the Customer productively conducts actual transactions in day-to-day business operations.
	Non-Production Environments 1	Test	Used for test and similar activities.

2 Tribal Cloud SaaS Description:

Tribal Cloud SaaS	Tribal Cloud SaaS covers both the Application level and the Infrastructure level as detailed in this Schedule. The Tribal Cloud SaaS does not provide management and maintenance of the Business Configuration nor any remediation of the Business Configuration necessary for any Update or Upgrade. For the avoidance of doubt, Tribal Cloud SaaS do not cover the Excluded Support Services.
Application Management Services	Tribal provides **Application Management Services** for the Supported Software deployed into the Environments, unless otherwise stated. The scope of the Application Management Services covered includes the following: • **Technical Configuration**; • **Software Updates and Upgrades**; and • **Third-Party Application**.
	Technical Configuration The scope of **Technical Configuration** includes, and is limited to, the Supported Software and Service only. Where applicable, Applications may be modified via back-end configuration files. Modifications typically include the following; • managing the database environment; • changing user or database connection details; • revising Application licenses; • activating new Application components and services; • changing Application logging; • putting bespoke files and forms into operation; and • applying the latest assignment and configuration service does **not** cover the Business Configuration of th
	Application Software Updates and Upgrades

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	The scope of the **Software Updates and Upgrades** includes, and is limited to, the Supported Software and Services only. • **Updates:** The service covers the management and deployment of any corrective Software release or code modification provided by Tribal per Application, per Environment. Disruptive application Updates will be undertaken remotely outside normal Working Hours. • **Upgrades:** The service offers up to two Upgrades each year and this will take the Application to a version that will be supported for at least 12 months after the Upgrade is complete. In some cases, this will mean a double Upgrade that may involve additional testing. Software Upgrades will be undertaken remotely outside normal Working Hours.
	Third-Party Application The scope of Third-Party Application includes, and is limited to, the Third-Party Applications in Table 23 only. Where applicable, this service will typically provide change management, deployment and verification of the following; • installation, configuration and Upgrade of supported Third-Party Applications; and • Updating and maintenance of supported Third-Party Applications. This service is dependent on the provision and availability of new software from the supported third-party organisations.
Infrastructure Services	Tribal provides Infrastructure Services for the Supported Environments in which the Application is deployed. The scope of the Infrastructure Services includes the provision, management and maintenance of all Infrastructure required to deliver the Tribal Cloud SaaS: • **Platform Management**; • **Infrastructure Management**; • **Capacity Management**; • **Backup and Restore**; and • **Security and Compliance**.
	Platform Management The scope of the Platform Management service is limited to the Supported Software and Service and includes the management of firewalls, load balancers, networks, storage systems, anti-malware systems, auto-scaling provision and monitoring systems, databases and Operating System (**OS**) components. For databases and Operating Systems, the service consists of the following services; • database Backup and Restore Management: covers the implementation, maintenance and monitoring of a database backup routine and restorations when required; • database administration, Monitoring and Advice: cover day administration of the databases instance, ensuring and performance; • database refresh management: provides the option of from one environment to another, a “refresh”, with appr minimise privacy concerns. The service covers up to 6

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	option to purchase additional refreshes; • OS administration, maintenance and management: covers Operating System administration typically including the following activities: ○ system service and process maintenance; ○ stopping/starting/restarting services; ○ terminating processes; ○ Application log rotation; ○ local user account administration; ○ Cron and scheduled task management; ○ Advise on OS updates; and ○ the application of OS updates and patches.
	Infrastructure Management The service includes, and is limited to, the provision and management of the infrastructure required for the Tribal Cloud SaaS from the point of ingress to the Cloud Provider from the Internet to the point of egress from the Cloud Provider to the Internet. The Operating System and pre-requisite components will be maintained at the level the Tribal Cloud SaaS need to operate. The Environments covered are detailed in Table 24. Updates (including Patches) to the Operating System are undertaken based on the advice of the Operating System provider, reviewed by Tribal and are installed in accordance with Change Management practices through the designated Non-Production Environments prior to application into the Production Environment within an appropriate Scheduled Maintenance Window. Disruptive Updates are carried out outside Working Hours where these will impact the Availability of the Tribal Cloud SaaS unless an emergency or security patch needs to be applied and in that case Tribal will seek to provide the Customer with as much advance notice as practical. Upgrades are carried out outside Working Hours where these will impact the Availability of the Tribal Cloud SaaS.
	Capacity Management Tribal will provision sufficient capacity to meet the reasonable use of the Service by the Customer for the business purpose for which the Service has been procured. This will normally be met through autoscaling of the Infrastructure in response to increased demand. Tribal will work with the Customer to ensure sufficient capacity is provisioned to meet substantial cyclical increases in demand, such as for results announcement or enrolment and module selection.
	Backup and Restore The service includes, and is limited to, the Backup and Restore of an Environment which stores the Customer data within a database, on file systems or other alternative storage mechanisms. Database transactional backups are taken transparently in the background every hour and are retained for 35 calendar days. Backups of Customer data stored outside of databases by default are performed transparently every 24 hours and retained for 35 calendar days. Weekly backups of the databases and Customer data stored outside of databases will

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	be retained for 12 months. Restoration of a database to a specific point-in-time can be performed within the 35 calendar day retention period by making a Request. This provides a database RPO of up to an hour and an RTO of 24 hours. Restoration of Customer data stored outside the database can be performed within the 35 calendar day retention period by making a Request. This provides an RPO of up to 24 hours and an RTO of 24 hours. Restoration outside the 35 day retention period will be to the nearest weekly backup for the database and Customer data stored outside of the database. Where the Production Environment Extended Backup Retention service has been taken, then copies of the monthly backups will be archived within the cloud environment for a period of 7 years or the term of the Agreement whichever is less.
	Security and Compliance The service includes, and is limited to, the provision and management of Security and Compliance of cloud-based security agents for the Environments. The scope of the security and compliance services covered by this service includes the following: • anti-malware; • intrusion prevention; • automated vulnerability testing; • host firewall; and • web reputation. Tribal will monitor events raised by the agents and Respond to Alerts in accordance with the SLT's in Schedule 9.
Tribal Cloud SaaS Management	**Tribal Cloud SaaS Management** is split into several functions, which are detailed below: • **Service Performance Management**; • **Environment Monitoring**; • **Incident Management and Problem Management**; • **Change Management**; and • **Service Request Management**
	Service Performance Management The Parties will collaborate to improve the performance of the Tribal Cloud SaaS during the Term to meet the evolving needs of the Service users and to ensure the Service continues to meet the needs of the business purpose for which the Service was purchased.
	Environment Monitoring The Environments will be monitored 24 hour by 365 da monitoring tools. Each monitored item is configured with a set of thresholds f critical Alerts. When a threshold is breached, an automated Service Desk where it will be managed as an Incident in accor detailed in Schedule 9 and this Schedule. Tribal monitors the ba

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	of this service.
	Incident Management and Problem Management Tribal will investigate and seek to resolve issues that are technical in nature, including responding to events (Alerts from monitoring). Tribal will provide the following Services: • management and escalation of any Incidents; • management of Critical and Major Faults ensuring they are resolved promptly, maintaining Customer communications throughout, including the production of a Critical or Major Fault Report; This includes monitoring Alerts analysis, resource gathering and investigation of Application and Managed Platform log files, forms and web files for support queries, setup and configuration inspections.
	Change Management (Enterprise Level) Change Management is the process used to manage changes to an Environment for example due to a Request or Incident resolution either by configuration, patching or upgrades. Changes to Environments are undertaken in a managed way. Where possible and practical changes are applied to a Non-Production Environment and successfully tested before application to the Production Environment. Changes to the Tribal Cloud SaaS Software are handled in the following manner and in accordance with the control points agreed with the Customer prior to being applied to the Production Environment: • **Emergency Changes –** changes that are applied at times outside Scheduled Maintenance Windows because of time or business critical or security related Incidents or requests. Tribal will seek to agree a suitable time with the Customer for the application of the Emergency Change; • **Pre-approved Changes** - are changes that have the change process pre-approved and are undertaken as necessary within a Scheduled Maintenance window or at another time if they are non-disruptive; • **Patches** - are minor updates and are generally undertaken during a Scheduled Maintenance Window; • **Updates -** are changes to the Application that do not mean moving to another Major release and these are applied at a time agreed with the customer and normally during a Scheduled Maintenance Window; and • **Upgrades** - are changes where the Application is moved from one Major Release to another Major Release and will be undertaken at a time agreed with the customer and normally during a Scheduled Maintenance Window for Upgrades. Changes to the Managed Platform are upgraded or patched with a Tribal or supplier approved patch in the background and are undertaken during a Scheduled Maintenance Window if they are expected to be disruptive.
	Change Management (Essential Level) Change Management is the process used to manage change for example due to a Request or Incident resolution either by or upgrades. Changes to Environments are undertaken in a m possible and practical changes are applied to a Non-Productio successfully tested before application to the Production Envir Changes to the Software on the Front Sheet (and detailed in S

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	in the following manner: • **Emergency Changes –** changes that are applied at times outside Scheduled Maintenance Windows because of time or business critical or security related Incidents or requests. Tribal will seek to minimise any disruption where there is a need to apply an Emergency Change; • **Pre-approved Changes** - are changes that have the change process pre-approved and are undertaken as necessary within a Scheduled Maintenance window or at another time if they are non-disruptive; • **Patches** - are minor updates and are generally undertaken during a Scheduled Maintenance Window; • **Updates -** are changes to the application software that do not mean moving to another Major release and are normally applied during a Scheduled Maintenance Window; and • **Upgrades** - are changes where the application is moved from one Major Release to another Major Release and will be undertaken at a time agreed with the customer and normally during an Schedules Maintenance Window for Upgrades. Patches, updates and upgrades to the Managed Platform are undertaken in the background. Changes that are expected to be disruptive will be applied outside normal busines hours and where possible during a Scheduled Maintenance Window.
	Service Request Management Tribal will monitor and manage the fulfilment of Service Requests permitted within this service and provide regular updates and Restoration Requests in accordance with the **SLT's in Schedule 9.** Tribal will provide the following services: • Management of any Requests and the Change Management processes.
Continuous Service Improvement	The Tribal Cloud SaaS will be updated regularly to provide access to new features and functionality, to comply with updated regulations or to address known issues. Tribal will **provide at least 6 months' notice of changes that are likely to significantly** impact existing functionality or require changes to other Customer systems that are linked to the Tribal Cloud SaaS through integration technologies. Tribal will act reasonably to minimise the impact of such changes on the Customer.
Extended Backup Retention (Enterprise optional)	Copies of monthly database backups will be retained for 7 years or the term of the Agreement, whichever is less. These backup copies will be provided to the Customer upon written request. The format of the backup files will enable the Customer to load the data into a database of the same type used in the Tribal Cloud SaaS Environment. Tribal can provide a quote for mounting the data in the Tribal Cloud SaaS Environment and providing access to this if required.
Resilience	High Availability (**HA**) for Production instances, including: • multiple Availability Zone (AZ) deployment where this i Cloud Provider in the data jurisdiction selected; • running of multiple instances for the webapp / integrati • segregation of webapp/integration/client tier; and • AZ redundant Platform as a Service (**PaaS**) such as R Desktop Services.

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	Resilience for Production instances including: • load balancer with health checks; • load based auto scaling of compute for WebApp and integration middleware; • auto-recovery for batch and PowerClient middleware compute; and • synchronous replication of data to standby instance in another AZ where this is offered by the Cloud Provider in the data jurisdiction selected.
Extended Disaster Event Recovery Service (Enterprise Level)	The Tribal Cloud SaaS is highly resilient and includes sophisticated disaster recovery facilities that cover failures within a public cloud region. A public cloud region will typically include a number of availability zones and a number of self-contained and separate datacentres. This means the risk of service failure is low but the optional Extended Disaster Event Recovery Service can be taken to extend disaster recovery protection to cover complete failure of a public cloud region. This will cover recovery of the service to a different public cloud region to the RPO and RTO for the Extended Disaster Event Recovery Service.
Transition Support (Enterprise Level)	The Transition Support services will facilitate the deployment and transition to operational production of the Tribal Cloud SaaS with the provision of a Technical Lead (**TL**) to the Customer. The TL will be assigned at the commencement of the implementation. The TL will be the Customer's point of contact for all technical requirements during the implementation phase of the project and will ensure all technical project deliverables are clearly defined, documented, scheduled and delivered to project milestones. The responsibility of this designated role is to cover customer onboarding to the Tribal Cloud SaaS from project initiation, through transition, to business as usual (**BAU**), and covers: • technical leadership of the Cloud installation and implementation; • planning and co-ordination of all technical activities that relate to the delivery of cloud-based system implementation of the Software; and • to documenting and communicating agreed processes and procedures between the Customer and Tribal.
Engagement Services	Tribal provide, in addition to the Infrastructure and Application Management Services detailed above, Engagement Services for the Supported Software Service and Environments. The scope of the Engagement Services is Supported Software deployed into the Environments. The Enterprise Level of Tribal Cloud SaaS entitles the Customer to the following Engagement Services features; • **Service Delivery Manager (SDM)**; • **Service Reviews**; • **Proactive Monitoring**; and • **Usage Analysis**. These are described in more detail below.
	Service Delivery Manager The Service Delivery Manager (**SDM**) will be assigned to the C to business as usual (BAU). This designated role, will be respo

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	the following services in BAU; • management of change processes and procedures; • escalation of any problems with Upgrades or Updates; • planning Upgrades in collaboration with Customer requirements; • manage any Major or Critical Faults, maintaining customer communications throughout, including the production of a Root Cause Report; • deliver customer Service Reviews; and provide monthly Service Delivery Reports.

	Service Reviews (Enterprise Level)
	Tribal will provide the Customer with monthly online service reports and monthly Service Reviews. The scope of the Service Review is limited to the Supported Software and Services only.
	The purpose of the Service Reviews is (where applicable) to achieve the following:
	• to review the Service Health and Performance Report;
	• to agree and/or review the Service Account Plan;
	• understand, review and plan future Service Requests and agreeing dates for Upgrades;
	• to communicate the following;
	  ○ the root cause analysis for P1 Incidents that have been closed since previous Service Review; and
	  ○ progress of any on-going P1 Incidents;
	• Update progress on any Problems related to P1 Incidents.
	The service review will be attended by the SDM and they may be supported by a Technical representative where appropriate.

	Service Reviews (Essential Level) Tribal will provide the Customer with monthly online service reports and annual Service Reviews. The scope of the Service Review is limited to the Supported Software and Services only. The purpose of the Service Reviews is (where applicable) to achieve the following; • to review the Service Health and Performance Report; and • to agree and/or review the Service Account Plan. The service review will be attended by the SDM and they may be supported by a Technical representative where appropriate.
	Proactive Monitoring Proactive Monitoring provides a level of monitoring and analysis for Applications and Infrastructure. The service allows the Designated Personnel to proactively m on Availability. Proactive Monitoring is conducted to prevent I occurring. The system is configured to monitor the following: • threshold warnings, errors and critical alerts; • log files, forms and web files for support queries; and

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	• performance measures and system benchmarks.
	Usage Analysis (Enterprise Level) The Service provides information on the level of adoption of different aspects of the Tribal Cloud SaaS. The purpose of this Service is to provide regular feedback to indicate the levels of utilisation and consumption of the Tribal Infrastructure and Applications.
Service Engagement and Reporting (Enterprise Level)	Service Engagement and Reporting covers communication during the Resolution of Critical and Major Faults in the Supported Environments only and the provision of Root Cause Reports following the Resolution of these Incidents. Times indicated are estimates only and wherever possible, a Report will be provided more quickly. Service reporting includes: • Critical Fault Report; • Major Fault Report; and • Root Cause Report. Depending on the nature of the Fault and the time needed to determine the root cause, the Root Cause Report may be combined with the Critical Fault Report or the Major Fault Report.

Table 25: Tribal Cloud SaaS - Critical Fault (Priority 1) events and reporting

Report Timeframes	Report
After initial triage and diagnosis	If Resolution is clear and straightforward, then this will be actioned. If not, a Major Incident Team will be assembled and a MI Manager will be appointed. The Customer will be provided with the MI Manager name and contact details.
Within 1 clock hour.	In addition to basic data such as case number, date and time, Customer contact details and Software version details, the initial triage will provide the following information via Customer Portal: • A problem statement; • A business impact assessment; • A description of the symptoms experienced; • Any steps identified to reproduce the problem; • Reference to evidence such as log files or screen shots to support reasoning; and • Reference to any significant changes that have been carried out prior to the incident occurring. Customer Portal updates will provided in real time, each up automatically notify by email t Further updates will be provic basis, typically via email or a

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	Within 2 clock hours, a technical escalation will occur to the next level of support.	In addition to the basic information communicated via the Customer Portal, a technical plan of action will be communicated. This will typically include: • Technical steps to Resolve Incident or provide a Work Around; • Contingencies if steps do not Resolve the Incident; • Timeframes for each step; • An indication of any downtime or loss of service; and • Customer approvals and/or actions required to undertake recovery. A Major Fault Incident Bridge will be opened using Microsoft Teams or other suitable technology. The Incident Bridge will allow for continuous monitoring of the technical plan and Customer staff will be added to the Incident Bridge as required.
	Within 4 clock hours a technical escalation will occur to the next level of support.	Findings of research of previously reported issues will be communicated. Additional steps and plans will be discussed and communicated until the problem has been Resolved or a Work Around provided.
	Within 2 Working Days, a Root Cause Report will be provided.	A Root Cause Report will be provided.

Table 26: Tribal Cloud SaaS - Major Fault (Priority 2) Report

Report Timeframe	Report
After initial triage and diagnosis	If Resolution clear and straightforward, then this will be actioned. If not, then an Incident manager will be assigned and they will manage the Incident through to resolution.
Within 2 Working Hours.	In addition to basic data such as case number, date and time, Customer contact details and Software version details, the initial triage will provide the following information via the Customer Portal: • A problem statement; • A business impact assessment; • A description of the symptoms experienced; • Any steps identified to reproduce the problem; • Reference to evidenc screen shots to supp • Reference to any that have been car incident occurring.

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		Customer Portal updates will continue to be provided in real time, each update will automatically notify by email to the Customer
	Within 4 Working Hours, a technical escalation will occur to the next level of support.	In addition to the basic information communicated via Customer Portal, a technical plan of action will be communicated. This will typically include: • Technical steps to Resolve Incident or provide a Work Around; • Contingencies if steps do not Resolve the Incident; • Timeframes for each step; • An indication of any downtime or loss of service; and • Customer approvals and/or actions required to undertake recovery. An Incident Bridge may be opened as required using Microsoft Teams or other suitable technology The Incident Bridge will allow for continuous monitoring of the technical plan and Customer staff will be added to the Incident Bridge as required.
	Within 8 Working Hours, a technical escalation will occur to Level 3 support.	The Incident Bridge will allow for continuous monitoring of the technical plan. Findings of research of previously reported issues will be communicated. Additional steps and plans will be discussed and communicated until the problem has been Resolved or a Work Around provided.
	Within 7 Working Days a Root Cause Report will be provided.	The Root Cause Report will contain the following information: • A problem description; • Background to the Incident; • Impact summary; • Corrective action taken; • Root cause analysis; • Preventative actions; and • Recommendations.
Customer Responsibilities	Customer Responsibilities include: • remain on supported versions of the Software provided through the Tribal Cloud Service; • use supported methods of integration with the Tribal C be published by Tribal from time to time; • not seeking to interfere with any of the infrastructure are managed by Tribal; • providing network connectivity between user access de • provision of satisfactory licences for any Third-Party be provided by the Customer;	

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	• provision of resources to test a new version of the Application when this is required for upgrades or updates; and • undertaking changes to systems not maintained and managed by Tribal when this is required as part of an upgrade or update of the Infrastructure Services or the Application Software.
Excluded Support Services	The following are Excluded Support Services and are not included in Tribal Cloud Support Services: • Faults or incidents where the cause lies within the underlying public cloud environment (AWS or Microsoft Azure) or underlying service.

3 Tribal Cloud SaaS Specific Service Levels

Tribal Cloud SaaS Levels	The Tribal Cloud SaaS Levels, in relation to the provision of the Supported Environments encompass: • **Incident Response and Resolution** • **Restoration Requests Response and Resolution**; • **Availability**; • **Disaster Recovery**; and • **Scheduled Maintenance Windows**.
	Incident Response and Resolution (Enterprise Level): Tribal shall respond to Incidents and use Commercially Reasonable Efforts to achieve the stated Service Level Targets (SLT) in respect of the Responses and Resolutions, subject to the Core Support Services Procedure. Times indicated are estimates only and wherever possible, a Response or Resolution will be provided more quickly. For clarity, the SLT's only apply within the Support Hours. The following table details the SLT's for the Production Environment in live operation: **Table 27: Tribal Cloud SaaS - Service Level Targets**

Fault Type	Response SLT	Resolution SLT	Typical Resolution Objectives
Critical Fault (Priority 1)	30 clock minutes	4 clock hours	To provide a Fault correction or reasonable Work Around. Corrective Resolution may involve a restarting of the service, alterations to the configuration of the Environment, a restore from a previous version, or the application of a fix to a previously reported issue.
Major Fault (Priority 2)	1 Working Hours	3 Working Days	To provide a Fa reasonable Wor Corrective Reso restarting of the from a previous

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				application of a fix to a previously reported issue.
	Important Fault (Priority 3)	4 Working Hours	20 Working Days	This Priority level has a Work Around available.
	Minor Fault (Priority 4)	8 Working Hours	No SLT Commitment	This Priority level has a Work Around available and may involve the issue of a software update.

For Incidents related to Tribal Cloud SaaS:

- Tribal will use reasonable efforts to progress the resolution of P1 Incidents on a 24 hour by 365 day basis subject to the Customer being able to provide staff who are able to provide input to the resolution on a the same 24 hour by 365 day basis.
- All other Priority Incidents will be supported during Support Hours. Where these arise outside the Support Hours the Response SLT and Resolution SLT start times (for the purpose of calculating Response and Resolution SLT's) will begin from the start of the next Support Hours period.

Incident Response and Resolution (Essential Level):

Tribal shall respond to Incidents and use Commercially Reasonable Efforts to achieve the stated Service Level Targets (SLT) in respect of the Responses and Resolutions, subject to the Core Support Services Procedure. Times indicated are estimates only and wherever possible, a Response or Resolution will be provided more quickly. For clarity, the SLT's only apply within the Support Hours.

The following table details the SLT's for the Production Environment in live operation:

Table 28: Tribal Cloud SaaS - Service Level Targets

Fault Type	Response SLT	Resolution SLT	Typical Resolution Objectives
Critical Fault (Priority 1)	30 minutes during a Working Day	4 working hours	To provide a Fault correction or reasonable Work Around. Corrective Resolution may involve a restarting of the service, alterations to the configuration of the Environment, a restore from a previous version, or the application of a fix to a previously reported issue.
Major Fault (Priority 2)	1 Working Hours	3 Working Days	To provide a Fault correction or reasonable Work Around. Corrective Resolution may involve a restarting of the service, or a restore from a previous version, or the application of a fix to a previously reported issue.
Important Fault (Priority 3)	4 Working Hours	20 Working Days	This Priority leve available.

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	Minor Fault (Priority 4)	8 Working Hours	No SLT Commitment	This Priority level has a Work Around available and may involve the issue of a software update.

Restoration Requests Response and Resolution:

Tribal shall respond to Restoration Requests and use Commercially Reasonable Efforts to achieve the stated Service Level Targets (SLT) in respect of the Responses and Resolutions, subject to the Support Services Procedure. Times indicated are estimates only and wherever possible, a Response or Resolution will be provided more quickly. For clarity, the SLT's only apply within the Support Hours unless otherwise stated.

The following table details the SLT's for the live Production Environment:

Table 29: Tribal Cloud SaaS - Additional Service Level Targets

Type	Response SLT	Resolution SLT	Typical Resolution Objectives
Restoration Request	1 Working Hour	1 Working Day	Restoration Request

Availability:

The Tribal Cloud SaaS provides Availability for the live Production Environment as follows:

Availability = 99.9%

The Availability is calculated as follows:

- Availability = (OT − SD) / OT × 100%;
  - "OT": Operational Time;
  - "SD": Service Downtime.

Availability is measured at the ingress point to the Production Environment from the Internet.

Disaster Recovery:

Disaster Recovery will be in accordance with the Disaster Recovery Plan and will include the following Recovery Point Objective (RTO) and Recovery Time Objective (RPO) targets:

Table 30: Tribal Cloud SaaS - Disaster Recovery Targets

Recovery Point Objective (RPO)	Recovery Time Objective (RTO)
1 hour	24 hours

Scheduled Maintenance Windows:

Scheduled Maintenance Windows can be:

- **Regular Scheduled Maintenance Windows:** will tak
  hours per month and will take place outside Working
  onboarding process, the Customer will be allocated a
  Maintenance Window. Where this needs to be chang
  Tribal will agree an amended date and time with the (
- **Scheduled Maintenance Windows for Upgrades:** w
  Customer from time to time to upgrade the Software to

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SCHEDULE 13

TRIBAL EDGE SOFTWARE AS A SERVICE

1 Tribal Edge Software As A Service (SaaS) overview

1.1 This Schedule describes the Tribal Edge SaaS to be provided by Tribal, in respect of the Software for which the Software Service is identified as Tribal Edge SaaS on the Font Sheet, during the Term, on the terms and conditions of this Agreement, including this Schedule.

1.2

Are Tribal Edge SaaS Services being provided	No
Commencement Date	Effective Date unless otherwise agreed between the parties in writing.
Supported Software and Software Service	The Software on the Front Sheet (and detailed in Schedule 3) where the Software Service for that Software is Tribal Edge SaaS.
Support Services	The Tribal Edge SaaS are supported in accordance with: • Schedule 9: Core Support Services; and • Schedule 13: Tribal Edge SaaS Support Services – detailed herein.
Tribal Edge SaaS Delivery Period	The Tribal Edge SaaS shall be provided for the duration of the Initial Term and any Renewal Term.
Support Hours	The Working Hours set out on the Front Sheet when the Support Services will be provided. ("**Support Hours**"). Tribal will use reasonable efforts to progress Priority 1 Faults on a 24 hour by 365 day basis if the Customer is able to make their relevant staff available on a 24 hour by 365 day basis.
Supported Environments	The following Environments are supported by the Tribal Edge SaaS: **Table 31: Tribal Edge SaaS - Supported Environments**

Type of Environment	Name of Environment	Description
Production Environment	Live	The Environment in which the Customer productively conducts actual transactions in day-to-day business operations.
Non-Production Environment 1	Test	An Environment used for testing of new releases of the Application configuration.

2 Tribal Edge Software As A Service (SaaS) Service Description

The Tribal Edge SaaS Service Management is split into several functions, which are detailed below:

Tribal Edge SaaS Service

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Management	• **Service Performance Management**; • **Environment Monitoring**; • **Incident Management and Problem Management**; • **Change Management**; • **Capacity Management**; • **Backup and Restore**; and • **Security and Compliance.**
	Service Performance Management Service Performance Management provides the following services: • Management and escalation of any Incidents; • Management of Critical and Major Faults ensuring they are resolved promptly, maintaining Customer communications throughout, including the production of a Major Fault Report; • Management of any Requests and the Change Management (as set out below) processes; and • Working with the Customer to plan Tribal Edge SaaS Upgrades.
	Environment Monitoring The Environments will be monitored 24 hour by 365 day basis using Tribal's monitoring tools. Each monitored item is configured with a set of thresholds for warnings, errors and critical Alerts. When a threshold is breached, an automated email is triggered to the Service Desk where it will be managed as an incident in accordance with the SLT's as detailed in Schedule 9. Tribal monitors the backup schedules as part of this service.
	Incident Management and Problem Management Tribal will investigate and seek to resolve issues that are technical in nature, including responding to events (Alerts from monitoring). This includes; monitoring alerts analysis, resource gathering and investigation of application and platform log files, forms and web files for support queries, setup and configuration inspections.
	Change Management Change Management is the process used to manage changes to the Tribal Edge SaaS for example due to a Request or Incident resolution either by configuration, patching or upgrades. Changes are undertaken in a managed way, with changes tested in a Non-Production Environment prior to being applied to the Production Environment under a further change process. The Change Management practices cover the following changes; • **Emergency Changes** – changes that are applied because of time or business critical or security related incidents or requests and ma time. Tribal will seek to notify the Customer in advance time and in a way which minimises disruption; • **Standard Patches** - are changes where the Tribal Edg a Tribal or supplier approved patch and are generally u background during normal operations. Where a patch is disruptive then it will be applied during a Scheduled Ma

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	• **Upgrades** - are changes where the Tribal Edge SaaS is upgraded from one version to another and these changes will be undertaken during a Scheduled Maintenance Window.
	Service Request Management Tribal will monitor and manage the fulfilment of Service Requests permitted within this Service and provide regular updates.
	Capacity Management Tribal will provision sufficient capacity to meet the reasonable use of the Service by the Customer for the business purpose for which the Service has been procured. This will normally be met through autoscaling of the Infrastructure in response to increased demand.
	Backup and Restore Backup and Restore is limited to Customer data stored within a database, on file systems or other alternative storage mechanisms in the Supported Environments. Database transactional backups are taken transparently in the background every 5 minutes and are retained for 35 calendar days. Backups of Customer data stored outside of databases by default are performed every 24 hours and retained for 35 calendar days. Restoration of a database to a specific point-in-time can be performed within the 35 calendar day retention period by making a Request. Customer data stored outside of databases can be restored to the most recent daily backup.
	Security and Compliance Security and Compliance of the Supported Environments is: • Anti-malware; • Intrusion prevention; • Automated vulnerability tests; • Host firewall; and • Web reputation. Tribal will monitor events raised by the agents and Respond to Alerts in accordance with the SLT's in Schedule 9.
Continuous Service Improvement	The Tribal Edge SaaS will be updated monthly to provide access to new features and functionality, to comply with updated regulations or to address known issues. The Customer will have 3 months to adopt an Update or Upgrade before the Customer's Environments will be Updated automatically. Tribal will provide at least 6 months' notice of changes that are likely to break existing functionality or require changes to other Customer systems that are linked to the Tribal Edge SaaS through integration technologies. The Customer must use supported methods of integration with as may be published by Tribal from time to time.
Customer Responsibilities	Customer Responsibilities include: • not seeking to interfere with any of the infrastructure or are managed by Tribal;

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	• providing network connectivity between user access devices and the internet; • provision of resources to test a new version of the Application when this is required for Upgrades or Updates; and • undertaking changes to systems not maintained and managed by Tribal when this is required as part of an Upgrade or Update of the Application Software.
Excluded Support Services	The following are Excluded Support Services and are not included in Tribal Edge SaaS Support Services: • Faults or Incidents where the cause lies within the public cloud or underlying services.

3 Tribal Edge Software As A Service (SaaS) Service Levels

Tribal Edge SaaS Service Levels	The Tribal Edge SaaS Services, in relation to the provision of the Supported Environments encompass: • **Incident response and Resolution**; • **Availability**; • **Disaster Recovery**; and • **Scheduled Maintenance Windows**.
	Incident Response and Resolution Tribal shall respond to Incidents and use Commercially Reasonable Efforts to achieve the stated Service Level Targets (SLT) in respect of the Responses and Resolutions, subject to the Core Support Services Procedure. Times indicated are estimates only and wherever possible, a Response or Resolution will be provided more quickly. For clarity, the SLT's only apply within the Support Hours. The following table details the SLT's for the Production Environment in live operation:

Table 32: Tribal Edge SaaS - Service Level Targets

Fault Type	Response SLT	Resolution SLT	Typical Resolution Objectives
Critical Fault (Priority 1)	30 clock minutes	4 clock hours	To provide a Fault correction or reasonable Work Around. Corrective Resolution may involve a restarting of the service, alterations to the configuration of the Environment, a restore from a previous version, or the application of a fix to a previously reported issue.
Major Fault (Priority 2)	1 Working Hours	3 Working Days	To provide a Fault correction or reasonable Work Around. Corrective Resolu a restarting of the restore from a pre the application of previously reporte

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	Important Fault (Priority 3)	4 Working Hours	20 Working Days	This Priority level has a Work Around available.
	Minor Fault (Priority 4)	8 Working Hours	No SLT Commitment	This Priority level has a Work Around available and may involve the issue of a software update.
	For Incidents related to Tribal Edge SaaS: • Tribal will use reasonable efforts to progress the resolution of P1 Incidents on a 24 hour by 365 day basis subject to the Customer being able to provide staff who are able to provide input to the resolution on a the same 24 hour by 365 day basis. • All other Priority Incidents will be supported during Support Hours. Where these arise outside the Support Hours the Response SLT and Resolution SLT start times (for the purpose of calculating Response and Resolution timeframes) will begin from the start of the next Support Hours period.			

	Availability
	The Tribal Edge SaaS provides Availability for the live Production Environment as follows:
	Availability = 99.9%
	The Availability is calculated as follows:
	• Availability = (OT − SD) / OT × 100%;
	  • "OT": Operational Time;
	  • "SD": Service Downtime.
	Availability is measured at the ingress point to the Production Environment from the Internet.			

	Disaster Recovery Disaster Recovery will be in accordance with the Disaster Recovery Plan and will include the following Recovery Point Objective (RTO) and Recovery Time Objective (RPO) targets: **Table 33: Tribal Edge SaaS - Disaster Recovery Targets** **Recovery Point Objective (RPO)** / **Recovery Time Objective (RTO)** 1 hour / 24 hours			
	Scheduled Maintenance Windows: Scheduled Maintenance Windows will last no more than 2 hours per week and will take place outside Working Hours. Tribal will provide the Customer with at least 2 weeks' notice of a Scheduled Maintenance Window.			

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SCHEDULE 14

TRIBAL EDGE DYNAMICS SOFTWARE AS A SERVICE

1 Tribal Edge Dynamics Software As A Service (SaaS) overview

2.1 This Schedule describes the Tribal Edge Dynamics SaaS to be provided by Tribal, in respect of the Software for which the Software Service is identified as Tribal Edge Dynamics SaaS on the Font Sheet, during the Term, on the terms and conditions of this Agreement, including this Schedule.

2.2

Are Tribal Edge Dynamics SaaS Services being provided	No
Commencement Date	Effective Date unless otherwise agreed between the parties in writing.
Supported Software and Software Service	The Software on the Front Sheet (and detailed in Schedule 3) where the Software Service for that Software is Tribal Edge Dynamics SaaS.
Support Services	The Tribal Edge Dynamics SaaS are supported in accordance with: • Schedule 9: Core Support Services; and • Schedule 14: Tribal Edge Dynamics SaaS – detailed herein.
Tribal Edge Dynamics SaaS Delivery Period	The Tribal Edge Dynamics SaaS shall be provided for the duration of the Initial Term and any Renewal Term.
Support Hours	The Working Hours set out on the Front Sheet when the Support Services will be provided. ("**Support Hours**"). Tribal will use reasonable efforts to progress Priority 1 Faults relating to Tribal Software or Service outside of the Support Hours if the Customer is able to make their relevant staff available on the same basis.
Third-Party Application	The Customer will supply, for the Term, licenses to the Third-Party Applications. **Table 34: Tribal Edge Dynamics SaaS - Third-Party Applications**

Third-Party Application	Third-Party Application Licence Terms	Volume/Limits
[Solution name and version and modules to be listed, e.g. Microsoft Dynamics]	[Enterprise]	[TBC] Sufficient to meet the Customer's needs.
[Microsoft Dynamics [Sales] and [Customer Services]]	[Core Enterprise Licence]	[Tribal require two for support purposes.]

Supported Environments	The following Environments are supported by the Tribal Edge Dynamics SaaS: **Table 35: Tribal Edge Dynamics SaaS- Supported Environments**

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	Type of Environment	Name of Environment	Description
	Production Environment	Live	The Environment in which the Customer productively conducts actual transactions in day-to-day business operations.
	Pre-Production	Pre-Production	An Environment reflecting Production that is used for troubleshooting Incidents with the Production service or final testing of Updates or Upgrades of the Application configuration
	Non-Production Environment 1	Test	An Environment that is used for testing new releases or updated configuration.
	Non-Production Environment 2	Development (Tribal)	An Environment exclusively used by Tribal for the development of new releases of the Application configuration.
	Non-Production Environment 3	Development (Customer)	An Environment used by the Customer for any Customisation and configuration changes they make.

3 Tribal Edge Dynamics Software As A Service (SaaS) Service Description

Tribal Edge Dynamics SaaS	The **Tribal Edge Dynamics SaaS** shall include Application Management as detailed in this Schedule and the provision of Patches, scripts and Minor Releases (at Tribal's sole discretion); and provision of Updates, at intervals as determined solely by Tribal. The Tribal Edge Dynamics SaaS does not provide management and maintenance of the Business Configuration nor any remediation of the Business Configuration necessary for any Update or Upgrade. For the avoidance of doubt, Tribal Edge Dynamics SaaS does not cover the Excluded Support Services.
Application Management Services	Tribal provides **Application Management Services** for the Supported Software (**Applications**) deployed into the Environments, unless otherwise stated. The scope of the Application Management Services covered includes the following: • **Application Software Updates and Upgrades.**
	The scope of the **Application Software Updates and Upgrades** includes, and is limited to, the Supported Software and Services only. • **Updates:** The service covers the management and deployment of any corrective software release or code modification provided by Tribal per Module, per Environment. • **Upgrades:** The service offers periodic upgrades and th to a version that will be supported by Tribal for at least upgrade is complete unless changes to the Third Party underlying services mean that more frequent upgrades Updates and Upgrades will be applied during the Support H with the Customer. Upgrades will be applied to Environments in sequence starting

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	and moving through UAT with one round of UAT. Note: Updates and Upgrades to customised code that are driven by changes to the underlying cloud platform will be handled as a Professional Service engagement.
Tribal Edge Dynamics SaaS Service Management	The Tribal Edge Dynamics SaaS Services, in relation to the provision of the Supported Environments encompass: • **Service Performance Management**; • **Change Management**; • **Service Request Management**; and • **Incident Management and Problem Management**.
	Service Performance Management Service Performance Management provides the following services: • Management of Critical and Major Faults ensuring they are resolved promptly, maintaining Customer communications throughout, including the production of a Major Fault Report; • Management and escalation of any Incidents; • Management of any Requests and the Change Management (as set out below) processes; and • Working with the Customer to plan Tribal Edge Dynamics SaaS Upgrades.
	Change Management Change Management is the process used to manage changes to the Tribal Edge Dynamics SaaS for example due to a Request or Incident resolution either by configuration, patching or Upgrades. Changes are undertaken in a managed way, with changes undertaken in a Non-Production Environment, tested and confirmed in accordance with the agreed control points by the Customer prior to being applied to the Production Environment under a further change process. The Change Management practices cover the following changes; • **Emergency Changes –** changes that are applied because of time or business critical or security related incidents or requests and may be applied at any time. Tribal will seek to notify the Customer in advance and apply these at a time and in a way which minimises disruption; • **Standard Patches** - are changes where the Tribal Edge Dynamics SaaS is patched with a Tribal or supplier approved Patch and are generally undertaken in the background during normal operations. Where a Patch is disruptive then it will be applied during a Scheduled Maintenance Window; and • **Upgrades** - are changes where the Tribal Edge Dynamics SaaS is Upgraded from one version to another during a Scheduled Maintenance Window.
	Service Request Management Tribal will monitor and manage the fulfilment of Service Requests permitted within this Service and provide regular updates.
	Incident Management and Problem Management Tribal will investigate and seek to resolve issues that are techr
Continuous Service	The Tribal Edge Dynamics SaaS will be Updated periodically t features and functionality within the Microsoft Dynamics Enviro

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Improvement	with updated regulations or to address known issues. The point in time when the Software is Upgraded will be agreed between the parties. Neither party will unreasonably withhold or delay agreement. The Customer must: • remain on supported versions of the Software provided through the Tribal Edge Dynamics SaaS; and • use supported methods of integration with the Tribal Edge Dynamics SaaS, as may be published by Tribal from time to time.
Customer Responsibilities	Customer Responsibilities include: • providing network connectivity between user access devices and the internet; • provision of satisfactory licences for any Third-Party Applications (including but not limited to Microsoft Dynamics) to be provided by the Customer; • provision of resources to test a new version of the Application when this is required for upgrades or updates; • undertaking changes to Third Party Application not maintained and managed by Tribal when this is required as part of an Upgrade or Update of the Application Software; • following Application Lifecycle Management standards for any modifications to their Dynamics environment; • not accessing the Microsoft Dynamics Tribal Development environment which is for the sole purpose of the management of Tribal delivered change; and • not restoring (backup restore or copy of live) over any Development instances.
Excluded Support Services	The following are Excluded Support Services and are not included in Tribal Edge Dynamics SaaS: • Faults or incidents where the cause lies within the Third Party Applications or underlying services; and • substantial updates to the Software required because of changes to the Third Party Applications or underlying services.

4 Tribal Edge Dynamics Software As A Service (SaaS) Service Levels

Tribal Edge Dynamics SaaS Service Levels	The Tribal Edge Dynamics SaaS Services, in relation to the provision of the Supported Environments encompass: • **Incident response and Resolution**; and • **Scheduled Maintenance Windows**.
	Incident Response and Resolution For P1 Incidents related to Tribal Edge Dynamics SaaS, Tribal v plan and this may include in Support Services being provided ou Hours, subject to the Customer being able to provide staff on t they are required to assist with the resolution process. If Incident analysis has concluded that the Incident relates to a issue, customers who hold Microsoft Premier Support can utilis support services to progress the resolution of P1 incidents, this Customer being able to provide the appropriate staff to suppor

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the same basis.

All other Priority Incidents will be supported during the Support Hours.

The following table details the SLT's for the Production Environment in live operation:

Table 36: Tribal Edge Dynamics SaaS - Service Level Targets

Fault Type	Response SLT	Resolution SLT	Typical Resolution Objectives
Critical Fault (Priority 1)	30 minutes during a Working Day	4 Working Hours	To provide a Fault correction or reasonable Work Around. Resolution may involve a restarting of the service, alterations to the configuration of the Environment, a restore from a previous version, or the application of a fix to a previously reported issue.
Major Fault (Priority 2)	1 Working Hours	3 Working Days	To provide a Fault correction or reasonable Work Around. Resolution may involve a restarting of the service, or a restore from a previous version, or the application of a fix to a previously reported issue.
Important Fault (Priority 3)	4 Working Hours	20 Working Days	This Priority level has a Work Around available.
Minor Fault (Priority 4)	8 Working Hours	No SLT Commitment	This Priority level has a Work Around available and may involve the issue of a software update.

During periods outside the Support Hours, for Major Faults, Important Faults and/or Minor Faults, the Response SLT and Resolution SLT start times (for the purpose of calculating Response and Resolution timeframes) will begin from the start of the next Support Hours period.

Scheduled Maintenance Windows:

Scheduled Maintenance Windows will be communicated in advance of maintenance taking place:

- Tribal will provide the Customer with at least 2 weeks' notice of a proposed Scheduled Maintenance Window; and
- Microsoft provide advance notice of planned maintenance through the Office 365 Message Centre. The message centre is accessible by the Customer's Office 365 administrators.

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SCHEDULE 15

TRIBAL INTERFACING AS A SERVICE

1 Tribal Interfacing as a Service overview

1.1 This Schedule describes the interface management and support for Tribal Cloud SaaS (**Interfacing as a Service**) to be performed by Tribal, during the Term, on the terms and conditions of this Agreement.

1.2

Is Tribal providing Interfacing as a Service	No
Commencement Date	Effective Date unless otherwise agreed between the parties in writing.
Supported Software and Software Service	The Software on the Front Sheet (and detailed in Schedule 3) where the Software Service for that Software is Tribal Cloud SaaS.
Interfacing as a Service Delivery Period	The Interfacing as a Service shall be provided for the duration of the Initial Term and any subsequent Renewal Term unless agreed otherwise in writing.
Supported Interfaces	The following are the Supported Interfaces: **Table 37 Interfacing as a Service - Supported Interfaces**

Name of interface	Nature of interface	Purpose of interface
Any interface developed or redeveloped by Tribal as part of Phase 1 – SITS:Cloud Transition or Phase 2 – SITS:Cloud Optimisation of the Implementation Services Scope.	Application Programming Interface (API)	To enable systems not under the control of Tribal to which the Supported Interfaces link (Other Systems) to read or write data to the Supported Software
Any interface developed or redeveloped by Tribal as part of Phase 1 – SITS:Cloud Transition or Phase 2 – SITS:Cloud Optimisation of the Implementation Services Scope.	Publish and Subscribe Interface	To enable Other Systems to be notified about an event that has occurred within the Supported Software
Any interface developed or redeveloped by Tribal as part of Phase 1 – SITS:Cloud Transition or Phase 2 – SITS:Cloud Optimisation of the Implementation Services Scope.	Bulk Data Interface	To enable Other Systems to read data from the Supported Software

The Parties will agree the specific supported interfaces at phase 2 of the migration activities and these definitions list of interfaces given in Table 37.

2 Interfacing as a Service Support Services Description

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Services Scope	Interfacing as a Service includes a managed service for the Supported Interfaces and will provide a key supporting role to provide a single point of contact for interface management. Interfacing as a Service consists of the following (further details for each are set out in the subsequent sections in this Schedule): • Interface Management and Support; • Interface Upgrade; • Interface Continuous Improvement; and • Support for an Interface Design Authority. Interface as a Service covers the Supported Interfaces up to the demarcation point between Tribal Cloud SaaS and the Other System(s) as defined below: • API interfaces: To the point at which the API is presented to an Other System from within the Tribal Cloud SaaS environment. Each API is considered to be one interface; and • Publish and Subscribe Interfaces: To the point at which the Other System subscribes to an event and to the point at which the Tribal Cloud SaaS calls the other System when an event occurs. Each Publish and Subscribe event is considered to be one interface; and • Data interfaces: To the point at which an Other System can use SQL to access the data source within the Tribal Cloud SaaS environment. Each data source is considered to be one interface. For the avoidance of doubt, the following types of interfaces are covered by Tribal Cloud SaaS detailed in Schedule 12 and are not covered in this Schedule: • any interfaces that are wholly internal to the Tribal Cloud SaaS; and • any interfaces to external authentication and authorisation systems.
Interface Management and Support	Tribal will manage and support the Supported Interfaces including: • monitoring the availability of the Supported Interfaces and alerting when problems arise; • investigating and resolving any faults that may occur; • investigating and resolving any performance issues that may occur; and • undertaking minor proactive improvements to the Supported Interfaces as part of Tribal's continuous improvement processes or at the request of the Customer.
Interface Upgrade	The scope of the Interface Upgrades includes, and is limit Supported Interfaces only. The Supported Interfaces will be upgraded to: • maintain compatibility with the Supported Software • maintain compatibility with the other elements with

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	Cloud SaaS environment. Software upgrades will be carried out remotely during Support Hours.
Interface Continuous Improvement	Through a process of continuous improvement, Tribal will seek to move the Supported Interfaces towards industry and Tribal best practice as part of maintenance and upgrade activities
Support for an Interface Design Authority	Tribal and the Customer will jointly provide an Interface Design Authority with the aim of defining the interface strategy and interface **roadmap for the Customer's Tribal Cloud SaaS and for moving the** Supported Interfaces closer to industry and Tribal best practice over time through a process of continuous improvement.
New Interfaces Added to the Existing Set of Supported Interfaces	New Interfaces developed by the Customer, or a Third Party will be added to the Supported Interfaces subject to a Design Review and acceptance by the Interface Design Authority. The addition of new interfaces to the Supported Interfaces will be handled through the change control process and may incur additional charges
Extension and Development of New Interfaces and the Creation of New interfaces (Optional)	Tribal can provide services to: • develop new interfaces into the Tribal Cloud SaaS; or • undertake major enhancements to existing interfaces on behalf of the Customer subject to additional charges. These services will be provided pursuant to a Change Request.
Customer Responsibilities	Customer Responsibilities include: • to provide access to resources with knowledge and skills in the Other System linked to the Supported Interfaces for the purpose of including, but not limited to, fault investigation and remediation; • to undertake joint testing of any upgrades to the Supported Interfaces; and • ensuring the Supported Interfaces are used in the manner they are designed to operate.

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SCHEDULE 16

CHANGE REQUEST AGREEMENT

WHEREAS Tribal and the Health Education England (**Customer**) entered into an agreement dated **[insert date]** entitled Solutions and Services Agreement ("**Original Agreement**") and now wish to amend the Original Agreement.

IT IS AGREED as follows:-

1. With effect from **[add date the change takes effect] (Effective Date)** the Original Agreement shall be amended as set out in this Change Request Agreement, in particular in the Details of Change, below.

2. Save as herein amended all other terms and conditions of the Original Agreement shall remain in full force and effect

3. In the event of any inconsistency between the terms of the Change Request Agreement and the Original Agreement the Change Request Agreement will prevail.

4. This Change Request Agreement shall be governed by and construed in accordance with the provisions governing in the Original Agreement and the Jurisdiction shall be as stated in the Original Agreement. In the absence of such provisions, this Change Request Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

DETAILS OF CHANGE

Change Request ID (to be completed by Tribal)				CR/OP_XXX_00X
Customer	Health Education England			
Project Title (if applicable)				
Requested By	[Tribal/Customer]			
PROJECT CHANGE REQUEST				
Priority	**Critical**	**High**	**Medium**	**Low**
Request Title				
Request Description	[TBC]			
Impact of Change (to be completed by Tribal)	**Effort** (days)	**Chargeable** (Yes/No)		**Fees** (excl VAT) **– Payable on receipt of invoice**
	[TBC]	[TBC]		[TBC]
Proposed Action	<<Description of activity to be completed>>			

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(to be completed by Tribal)	**Assumptions:** 1. XXXXX 2. XXXXX **Dependencies:** 1. XXXXX 2. XXXXX
Details of any changes to the terms of the Agreement	[TBC]

SOFTWARE CHANGE REQUEST

The following new Software Modules (Components) will form an addition to Schedule 3 from the Effective Date [Refer to the Tribal Process Notes in Schedule 3]	**Module (Component) name**	**Software Service**	**Type of Support**
	[Insert Component/Module Name]	[On Premise or Tribal Cloud SaaS, Tribal Edge SaaS or Tribal Edge Dynamics SaaS]	• Core Support Services; and • [Tribal Software Support Services] • [On Premise Managed Services] • [Tribal Cloud SaaS] • [Tribal Edge SaaS] • [Tribal Edge Dynamics SaaS]

Detail any Implementation Services to be provided	[TBC]
Detail the Fees Payable	• **Licence Fees -** [TBC] • **On Premise Support Fees -** [TBC] • **Subscription Fees -** [TBC] • **Implementation Fees -** [TBC]
Payment Terms for Fees	[TBC]

TERMS AND CONDITIONS CHANGE REQUEST

Details of any changes to the terms and conditions of the Agreement	[TBC]

ADMINISTRATION

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Purchase Order Number:	

This Change Request Agreement has been entered into on the Effective Date.

Signed for and on behalf of
TRIBAL EDUCATION LIMITED by its
duly authorised officer:

.....
(signature)

(print name) .....

(position) .....

Signed for and on behalf of
THE CUSTOMER by its
duly authorised officer:

.....
(signature)

(print name) .....

(position) .....

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SCHEDULE 17

PROFESSIONAL SERVICES AGREEMENT

1 Professional Services overview

This Schedule (**Professional Services Agreement**) describes the Professional Services to be performed by Tribal for the Customer, during the Professional Services Term, on the terms and conditions of the Agreement and subject to payment of Professional Services Fees in accordance with the Professional Services Payment Terms.

Effective Date	[TBC]
Customer	Health Education England
Agreement (SASA) Dated	[TBC]
Professional Services Scope	[TBC]
Professional Services Fee	[TBC]
Professional Services Term	[TBC]
Professional Services Payment Terms	Within 30 calendar days of receipt of an invoice unless otherwise agreed between the parties in writing.
Delivery of Professional Services	Tribal will deliver Professional Services Remotely except (i) where the Customer specifically requests and Tribal agrees, which will be reflected in the Professional Services Fees, or (ii) Tribal advises that it is not practicable or an efficient use of resources. Unless specified otherwise in this Agreement, the Day Rates in Table 38 will apply to Remote or On Site Professional Services, as applicable. In circumstances where there is excessive and/or weekend travel required to attend On Site, Tribal will charge the Personnel Commute Fees.
Professional Services Fees – Outside Working Hours	Tribal will charge a levy on its standard Professional Services Fees for Professional Services that are required to be performed outside Working Hours, which unless stated otherwise are the hours of 09:00 and 17:00, Monday to Friday inclusive (excluding public holidays in the Jurisdiction)..
Professional Services Cancellation Fees	Any and all Expenses (including, without limitation, travel costs and accommodation and daily per diem allowances) plus: (a) if the Customer provides more than 14 Working Days' notice from the date that the Professional Services are to commence, no charge apart from non-amendable or non-cancellable Expenses; (b) if the Customer provides 7-14 Working Days' notice from the date that the Professional Services are to commence, Customer shall pay 50% of the

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	Professional Services Fee (up to a maximum of the Fee for 14 Working Days for each member of Tribal's Personnel scheduled to provide the Professional Services) if Tribal was not able to arrange other chargeable work for each member of Tribal's Personnel and any non-amendable or cancellable Expenses; (c) if the Customer provides less than 7 Working Days' notice from the date that the Professional Services are to commence, Customer shall pay 100% of the Professional Service Fee (up to a maximum of the Fee for 14 Working Days for each member of Tribal's Personnel scheduled to provide the Professional Services) if Tribal was not able to arrange other chargeable work for each member of Tribal's Personnel and any non-amendable or cancellable Expenses; provided that, if Tribal can find another booking for its Personnel, no charge will be made apart from non-amendable or non-cancellable Expenses.
Day Rates	**Table 38: Professional Services - Day Rates** **FE**

Role Description	Remote Daily Rate*	On Site Daily Rate**
Technical Installation	[redacted]	[redacted]
Professional Services Consultant	[redacted]	[redacted]
Configuration Services Consultant	[redacted]	[redacted]
Project Manager	[redacted]	[redacted]

* The Day Rates are current at the time of this Agreement but Tribal reserves the right to charge the Day Rates current at the time of the provision of any services.

** The Day Rates are exclusive of Expenses.

This Professional Services Agreement has been entered into on the Effective Date.

Signed for and on behalf of **TRIBAL EDUCATION LIMITED** by its duly authorised officer:

.....

(signature) .....

(print name) .....

(position)

Signed for and on behalf of **THE CUSTOMER** by its duly authorised officer:

.....

(signature) .....

(print name) .....

(position)

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SCHEDULE 18
KEY DOCUMENTS

Table 39: Key Documents

No	Title	Date	Author	Type	Embedded Link
1	N/A	N/A	N/A	N/A	N/A

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