



Crown Commercial Service

G-Cloud 10 Call-Off Contract

This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:

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Part A - Order Form

Digital Marketplace service ID number:	985335811131321
Call-Off Contract reference:	Dev Cemetery System
Call-Off Contract title:	PlotBox Cemetery and Crematorium Software
Call-Off Contract description:	Administration and Finance for Cemetery and Crematorium Services
Start date:	21/01/2019
Expiry date:	20/01/2021
Call-Off Contract value:	£45,100
Charging method:	Invoicing
Purchase order number:	[Enter text]

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

Buyers can use this order form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Falkirk Council 01324501567 Buyer's main address: West Bridge Street Falkirk [region] FK1 5RS
To: the Supplier	GSS (NI) Limited Phone Number: 02825 821005 Supplier's address: The ECOS Centre Kernohans Lane Ballymena County Antrim, BT43 7QA Company number: NI606324

Together: the 'Parties'**Principle contact details**

For the Buyer:	Title: Customer Contact (Improvement Team) Name: Tommy Evans Email: tommy.evans@falkirk.gov.uk Phone: 01324 501567
For the Supplier:	Title: Chief Commercial Officer Name: Leona McAllister Email: leona@plotbox.io Phone: 02825 821005

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 21/01/2019 and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 periods of 12 months each, by giving the Supplier 3 months written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and as set out in Appendix 2 of Schedule 8 – Completed Supplier Terms:

Additional services:	Not Applicable
Location:	The Services will be delivered to Camelon Cemetery and Crematorium, Crematorium House, Dorrator Road, Falkirk FK2 7YJ
Quality standards:	The quality standards required for this Call-Off Contract are not applicable
Technical standards:	The technical standards required for this Call-Off Contract are not applicable.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are set out in Schedule 8 - Completed Supplier Terms.
Onboarding:	The onboarding plan for this Call-Off Contract will be agreed in the Documentation which is defined in Schedule 8 - Completed Supplier Terms.
Offboarding:	The offboarding plan for this Call-Off Contract is set out in clause 15.3 of Schedule 8 - Completed Supplier Terms.
Collaboration agreement:	Not Applicable
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other defaults will not exceed the greater of 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract ● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 90 consecutive days.
Audit:	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. Clauses 7.3 to 7.12 of the Framework Agreement.

Buyer's responsibilities:	See Clause 9 of Schedule 8 - Completed Supplier Terms
Buyer's equipment:	Not Applicable

Supplier's information

Subcontractors or partners:	Not Applicable
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Call-Off Contract is bank transfer to the nominated supplier bank account.
Payment profile:	The payment profile for this Call-Off Contract is as per the Payment Terms in Schedule 1 of Schedule 8 - Completed Supplier Terms
Invoice details:	The Supplier will issue electronic as per the Payment Terms in Schedule 1 of Schedule 8 - Completed Supplier Terms The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to Sandra Hunter Customer & Business Support Assistant Business Support – Financial Transactions <input type="checkbox"/> Corporate & Housing Services, Financial Transactions, Rossvail, 108a Glasgow Road, Camelon, FK1 4HS
Invoice information required – for example purchase order, project reference:	All invoices must include [enter text].
Invoice frequency:	Invoice will be sent to the Buyer as per the Payment Terms in Schedule 1 of Schedule 8 - Completed Supplier Terms.
Call-Off Contract value:	The total value of this Call-Off Contract is £45,100.
Call-Off Contract charges:	The breakdown of the Charges is set out in Appendix 2 of Schedule 8 – Completed Supplier Terms.

Additional buyer terms

Performance of the	This Call-Off Contract will include the following implementation plan, exit
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service and deliverables:	and offboarding plans and milestones: The T&M Rate of £500 plus VAT and Expenses (if any) applies per Man Day (being 8 hours per working day (Monday to Friday, excluding Northern Ireland Public Holidays)) for a support services engineer in addition to the Subscription Fees for work carried out outside the scope of the Services. (This is unlikely to apply to the Buyer unless bespoke work is requested).
Guarantee:	Not Applicable
Warranties, representations:	Not Applicable
Supplemental requirements in addition to the Call-Off terms:	Not Applicable
Alternative clauses:	Not Applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms:	Not Applicable
Public Services Network (PSN):	Not Applicable
Personal Data and Data Subjects:	Will Schedule 7 – Processing, Personal Data and Data Subjects be used: No

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.10.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
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Name:	Sean McAllister	
Title:	CEO	Head of Service
Signature:	<p>DocuSigned by:</p> <p>X Sean McAllister</p> <p>D057C190DE1448A...</p>	
Date:	[Enter text] 15/01/2019	10/01/2019

Schedule 1 - Services

The breakdown of the Charges is set out in Appendix 2 of Schedule 8 – Completed Supplier Terms.

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term are as set out in Appendix 2 of Schedule 8 – Completed Supplier Terms:

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.2 to 5.3 (Force majeure)
- 5.6 (Continuing rights)

- 5.7 to 5.9 (Change of control)
- 5.10 (Fraud)
- 5.11 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
- are confident that they can fulfil their obligations according to the Call-Off Contract terms

- have raised all due diligence questions before signing the Call-Off Contract
- have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- a broker's verification of insurance
 - receipts for the insurance premium
 - evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - promptly notify the insurers in writing of any relevant material fact under any insurances
 - hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- premiums, which it will pay promptly
 - excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
 - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

- only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
- take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

The Supplier must not remove any proprietary notices in the Buyer Data.

13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements in the Order Form.

13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach>

and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6 The Buyer will specify any security requirements for this project in the Order Form.

13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.

- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:
- an executed Guarantee in the form at Schedule 5
 - a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- an Insolvency Event of the other Party happens
- the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- work with the Buyer on any ongoing work
- return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

Manner of delivery	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by PDF to the correct email address without getting an error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form

- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - comply with Buyer requirements for the conduct of personnel
 - comply with any health and safety measures implemented by the Buyer
 - immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- the activities they perform
 - age
 - start date
 - place of work
 - notice period
 - redundancy payment entitlement
 - salary, benefits and pension entitlements
 - employment status
 - identity of employer
 - working arrangements
 - outstanding liabilities
 - sickness absence
 - copies of all relevant employment contracts and related documents
 - all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- its failure to comply with the provisions of this clause
 - any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- work proactively and in good faith with each of the Buyer's contractors

- co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only Processing the Supplier is authorised to do is listed at Schedule 7 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional Processing if permitted by Law).
- 33.2 The Supplier will assist the Buyer with the preparation of any Data Protection Impact Assessment required by the Data Protection Legislation before commencing any Processing (including provision of detailed information and assessments in relation to Processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.
- 33.3 The Supplier must have in place Protective Measures, details of which shall be provided to the Buyer on request, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 33.4 The Supplier will ensure that the Supplier Staff only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier staff with access to Personal Data, including by ensuring they:
- i) are aware of and comply with the Supplier's obligations under this Clause;
 - ii) are subject to appropriate confidentiality undertakings with the Supplier
 - iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
 - iv) are given training in the use, protection and handling of Personal Data.

- 33.5 The Supplier will not transfer Personal Data outside of the European Union unless the prior written consent of the Buyer has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.
- 33.6 The Supplier will delete or return Buyer's Personal Data (including copies) if requested in writing by the Buyer at the End or Expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.
- 33.7 The Supplier will notify the Buyer without undue delay if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation, and insofar as this is possible, in accordance with any timescales reasonably required by the Buyer
- 33.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- i) the Buyer determines that the Processing is not occasional;
 - ii) the Buyer determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - iii) the Buyer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33.9 Before allowing any Sub-processor to Process any Personal Data related to this Call-Off Contract, the Supplier must:
- i. notify the Buyer in writing of the proposed Sub-processor(s) and obtain its written consent;
 - ii. ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this Clause 33 such that they apply to the Sub-processor(s); and
 - iii. inform the Buyer of any additions to, or replacements of the notified Sub-processors and the Buyer shall either i) provide its written consent or ii) object.
- 33.10 The Buyer may at any time put forward a Variation request to amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 3 - Collaboration agreement

The Collaboration agreement is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 4 - Alternative clauses

The Alternative clauses are available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 5 - Guarantee

The Guarantee is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier</p>

	software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

Controller	Takes the meaning given in the Data Protection Legislation.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event □	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged processing by the Processor under this Call-Off Contract on the protection of Personal Data.
Data Protection Legislation	Data Protection Legislation means: <ul style="list-style-type: none"> i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; iii) all applicable Law about the processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Takes the meaning given in the Data Protection Legislation.
Default	<p>Default is any:</p> <ul style="list-style-type: none"> ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)

DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was

	<p>entered into</p> <ul style="list-style-type: none"> any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.10 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government guidance and the Crown Commercial Service guidance, current UK Government guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	A claim as set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge,

	techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the Data Protection Legislation.
Personal Data Breach	Takes the meaning given in the Data Protection Legislation.
Processing	Takes the meaning given in the Data Protection Legislation but, for the purposes of this Call-Off Contract, it will include both manual and automatic Processing. 'Process' and 'processed' will be interpreted accordingly.
Processor	Takes the meaning given in the Data Protection Legislation.
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.

Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it

	needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7 - Processing, Personal Data and Data Subjects

See Appendix 3 of Schedule 8 – Completed Supplier Terms

Schedule 8 – Completed Supplier Terms



Service Level Agreement

PARTIES

- (1) **GSS (NI) LTD (subsidiary of PlotBox Inc.)** incorporated and registered in Northern Ireland with company number NI606324 whose registered office is at The ECOS Centre, Kernohans Lane, Ballymena, BT43 7QA ("**Plotbox**"); and
- (2) **Customer:**

Name	Falkirk Council
Business Address	Municipal Buildings , West Bridge Street , Falkirk FK15RS
Company Number	01324 506070

BACKGROUND

- A. Plotbox has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of collating and managing cemetery/crematorium data.
- B. The Customer wishes to use Plotbox's service in its business operations.
- C. Plotbox has agreed to provide and the Customer has agreed to take and pay for Plotbox's service subject to the terms and conditions of this agreement.

AGREED TERMS

- This agreement incorporates the commercial terms set out in Schedule 1 (**Commercial Terms**), the General Terms set out in Schedule 2 (**General Terms**), Appendix 1 **Support Provision**, Appendix 2 **Fees** and Appendix 3 **Privacy Policy**.
- The General Terms take precedence over the Commercial Terms and the Appendices and this agreement takes precedence over any other document not specifically incorporated herein.
- The parties acknowledge that they have read and understood this agreement and are not entering into this agreement on the basis of any representations not expressly set forth in it.
- Unless the context otherwise requires, the definitions set out in this agreement shall apply throughout this agreement

AGREED AND ACCEPTEDFor and on behalf of **PLOTBOX** by:_____
(Signature)_____
(Printed Name)_____
(Title)_____
(Date)For and on behalf of **Customer** by:_____
(Signature)_____
(Printed Name)_____
(Title)_____
(Date)

SCHEDULE 1 – COMMERCIAL TERMS

Acceptance Tests	means the acceptance tests to be undertaken by the Customer in conjunction with Plotbox to confirm the Services operate substantially in accordance with the Documentation, as agreed by Plotbox and the Customer, promptly following the Effective Date.
Effective Date	Means the date this contract is signed.
Facility or Facilities	means the number of and specifically named cemeteries, burial grounds and/or crematoria which the Customer is responsible for and in relation to which the Customer is licensed to use the Services, being 13 facilities.
Initial Subscription Terms	means a period of 24 months from the Effective Date
Extension Period	This Agreement can be extended by the Customer for 2 periods of 12 months each, by giving PlotBox 4 weeks written notice before its expiry.
Payment Terms	<p>Payment of the Project Fees is due as follows:</p> <p>(a) 50% Project Fees upon signature of this agreement;</p> <p>(b) 40% of the total Project Fees is due upon the provision of your site for testing;</p> <p>(c) 10% balance of the total Project Fees is due upon acceptance</p> <p>The Customer shall provide Plotbox with a purchase order number for invoicing upon contract signature.</p> <p>Delay in carrying out the Acceptance Tests once the Services are made available shall not relieve the Customer of its payment obligations or extend the above dates for payment.</p> <p>Payment of the Subscription Fees is due on an annual basis in advance. Plotbox shall invoice the Customer for the Subscription Fees upon signing of this contract and the Customer shall pay the amount due within 14 days of date of invoice.</p> <p>All amounts payable under this agreement are non-refundable.</p>
Project Fees	means the fees payable by the Customer to Plotbox for carrying out the Work and delivery of the Services prior to the Acceptance Tests, as set out in Appendix 2.
Service Hours	means 9am to 5pm, each Business Day
Subscription Fees	means the annual subscription fees payable by the Customer to Plotbox for the User Subscriptions, as set out in Appendix 2.
Proposal	means Plotbox's Proposal dated 19 November 2018.
User Subscriptions	means 8 individual named users specified by the Customer and agreed by Plotbox as at the Effective Date, who may use the Services in relation to the Facilities specified in the Tender only. In the event that the Customer wishes to use the Services at additional facilities or permit additional individual named users to use the Services, the Customer must purchase additional User Subscriptions in accordance with clause 4 at Plotbox's then prevailing rates.

SCHEDULE 2 – GENERAL TERMS

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.
- “**Authorised Users**” means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 3.2(e);
- “**Business Day**” means a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business;
- “**Change of Control**” 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 general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly;
- “**Completion Date**” means the estimated date by which Plotbox shall make the Services available to the Customer for the Acceptance Tests;
- “**Confidential Information**” means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.5;
- “**Customer Data**” means the data inputted by the Customer, Authorised Users, or Plotbox on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;
- Data Protection Legislation** means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;
- “**Documentation**” means the statement of work agreed by the parties promptly following signature of this agreement at the project initialisation meeting which sets out a description of and the specification for the Services and the agreed timeline for provision of same and any user instructions for the Services (a copy of which, once agreed by the parties, is initialled and attached hereto);
- “**Privacy Policy**” has the meaning given to it in clause 6.3;
- “**Services**” means the subscription services provided by Plotbox to the Customer under this agreement via www.plotboxit.com or any other website notified to the Customer by Plotbox from time to time, as more particularly described in the Documentation;
- “**Software**” means the online software applications provided by Plotbox as part of the Services;
- “**Subscription Term**” has the meaning given in clause 15.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
- “**Support Services Policy**” means Plotbox's policy for providing support in relation to the Services as made available at www.plotboxit.com or such other website address as may be notified to the Customer from time to time;
- “**UK Data Protection Legislation**” means any data protection legislation from time to time in force in the UK;
- “**User Subscriptions**” means the user subscriptions purchased by the Customer pursuant to clause 3 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement, as specified in the Commercial Terms;
- “**Virus**” means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
- “**Work**” means Plotbox's work, duties and obligations to be carried out under this agreement, as specified in the Tender and the Documentation. In the event of any conflict between the terms of such documents, the Documentation shall prevail.
- 1.2. Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.7. A reference to writing or written includes faxes but not e-mail.

- 1.8.** References to clauses are to the clauses of these General Terms. References to sections are to sections of the relevant Appendix to this Agreement.
- 2. SCOPE**
- 2.1.** Plotbox shall carry out the Work with reasonable diligence and dispatch, and with reasonable skill and expertise, to make the Services available for Acceptance Tests by the Completion Date.
- 2.2.** Plotbox shall carry out, in conjunction with the Customer, the Acceptance Tests and make the Services available to the Customer in accordance with the terms of this agreement.
- 2.3.** Any and all timescales specified are estimate only, and time shall not be made of the essence by notice.
- 2.4.** If Plotbox's performance of its obligations is delayed at the request of the Customer or because of its acts or omissions, the relevant timescale shall be amended to take into account such delay. If Plotbox can demonstrate that the delay has resulted in an increase in cost to Plotbox in carrying out the Work or providing the Services, Plotbox may, at its sole discretion, notify the Customer that it wishes to increase the Project Fees and/or Subscription Fees by an amount not exceeding any such demonstrable cost. Plotbox shall add such amount to its fees accordingly, which additional amount shall be payable in accordance with the Payment Terms.
- 2.5.** The Customer shall carry out the Acceptance Tests, in conjunction with Plotbox, promptly following Plotbox's confirmation that the Services are available for acceptance testing. If the Services do not substantially conform to the Documentation, the Customer shall promptly provide Plotbox with written notice to this effect, giving details of the non-conformance. Plotbox shall, as appropriate, remedy the non-conformance and the relevant test(s) shall be completed within a reasonable time. Acceptance of the Services shall be deemed to have occurred on whichever is the earliest of: (a) the signing by the Customer of an acceptance certificate; (b) the expiry of 5 (five) days after Plotbox has made the Services available for the Acceptance Tests; or (c) the use by the Customer (or any Authorised User) of the Services in the normal course of business.
- 2.6.** Plotbox shall be given an extension of time for performance of the Work if: (a) a force majeure event occurs; or (b) a variation to the Work or Services is made at the Customer's request; or (c) a delay is caused in whole or part by an action or omission of the Customer or its employees, agents or third party contractors.
- 3. USER SUBSCRIPTIONS**
- 3.1.** Subject to the Customer paying the Project Fees purchasing the User Subscriptions in accordance with the Payment Terms and clause 10, the restrictions set out in this clause 3 and the other terms and conditions of this agreement, Plotbox hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations, more particularly the collating and management of cemetery data.
- 3.2.** In relation to the Authorised Users, the Customer undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time, as specified in the Commercial Terms; (b) it will not allow or suffer any User Subscription to be used by more than one individual named Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; (c) each Authorised User shall only be entitled to access and use the Services for the purposes and according to the level of access applicable to the category of Authorised User specified in the Tender; (d) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly (which, unless otherwise agreed by Plotbox, will initially be set up by or on behalf of Plotbox) and that each Authorised User shall keep his password confidential; (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to Plotbox within 5 Business Days of Plotbox's written request at any time or times; (f) it shall permit Plotbox to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Plotbox's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; (g) if any of the audits referred to in clause 3.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Plotbox's other rights, the Customer shall promptly disable such passwords and Plotbox shall not issue any new passwords to any such individual; and (h) if any of the audits referred to in clause 3.2(f) reveal that the Customer has underpaid Subscription Fees to Plotbox, then without prejudice to Plotbox's other rights, the Customer shall pay to Plotbox an amount equal to such underpayment as calculated in accordance with the prices set out in the Commercial Terms within 10 Business Days of the date of the relevant audit.
- 3.3.** The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation,

disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property; and Plotbox reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 3.4.** The Customer shall not: (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or (c) use the Services and/or Documentation to provide services to third parties; or (d) subject to clause 22, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3.
- 3.5.** The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Plotbox.
- 3.6.** The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any affiliate, subsidiary or holding company of the Customer or other entity connected to the Customer.

4. ADDITIONAL USER SUBSCRIPTIONS

- 4.1.** Subject to clause 4.2 and clause 4.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Commercial Terms and Plotbox shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.
- 4.2.** If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Plotbox in writing. Plotbox shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).
- 4.3.** If Plotbox approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Plotbox's invoice, pay to Plotbox the relevant fees for such additional User Subscriptions (based on Plotbox's then prevailing rates at the point at which such request is made) and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

5. SERVICES

- 5.1.** Plotbox shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 5.2.** Plotbox shall use commercially reasonable endeavours to make the Services available during the Service Hours, except for unscheduled maintenance provided that Plotbox has used reasonable endeavours to give the Customer notice in advance.
- 5.3.** If using Internet Explorer, the Customer must have at least version 9 installed, as earlier versions than this are not supported by the Services. However, whichever browser is used to access the Services, it is recommended that the latest version is installed.
- 5.4.** In terms of support provision Plotbox shall use all reasonable endeavours to provide support in accordance with Appendix 1 hereto.
- 5.5.** In the event that any member of staff providing any services under this agreement is unable to provide such services for a prolonged period for any reason then Plotbox shall, within a reasonable period, replace such staff member with an individual in a similar role or with similar experience to the staff member whom they are replacing.
- 5.6.** Plotbox shall deliver the Services to the Customer (subject to the Customer complying with its obligations hereunder) in accordance with the timeline specified in the Documentation.
- 5.7.** The Customer shall provide, for Plotbox, its agents, sub-contractors, consultants and employees, in a timely manner, access to all information and materials as Plotbox requires to perform its obligations under this agreement and shall ensure that such information and materials are accurate and up-to-date.
- 5.8.** If Plotbox's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, Plotbox shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly as a result of such delay.

- 5.9. Subject to the remainder of this clause 5, if there is a delay in the Completion Date upon which the Services are to be made available by Plotbox for Acceptance Tests, the Customer shall, upon giving Plotbox 14 days' notice to that effect, and allowing it such 14 day period to remedy the delay, be entitled to terminate this agreement or (by way of sole remedy) seek a 5% reduction in the Project Fees for each week that the Completion Date is delayed beyond the 14 day period following the Acceptance Date.

6. CUSTOMER DATA

- 6.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 6.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 6, **Applicable Laws** means (for so long as and to the extent that they apply to Plotbox) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 6.3. The parties acknowledge that for the purposes of the Data Protection Legislation, in relation to any Personal Data comprised within the Customer Data (the **Customer Personal Data**), the Customer is the data controller and Plotbox is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Such Personal Data shall only be processed by Plotbox in accordance with the terms of Plotbox's privacy notice and policy, which is available at Appendix 3 (**Privacy Policy**).
- 6.4. As between the parties, where each party processes any Personal Data provided by or relating to the other party or its employees otherwise than the Customer Personal Data, each party acknowledges that they shall act as a Data Controller in relation to such Personal Data and only process it for specified purposes in accordance with each party's respective privacy policy for the purposes of contract administration or otherwise in its own legitimate interests, as permitted under the Applicable Laws.
- 6.5. Without prejudice to the generality of clause 6.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data provided to Plotbox, including the Customer Personal Data, for the duration and purposes of this Agreement.
- 6.6. Without prejudice to the generality of clause 6.2, Plotbox shall, in relation to any Customer Personal Data: (a) process that Customer Personal Data only on the written instructions of the Customer unless Plotbox is required by Applicable Laws to otherwise process that Customer Personal Data. Where Plotbox is relying on laws of a member of the European Union or European Union law as the basis for processing Customer Personal Data, Plotbox shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Plotbox from so notifying the Customer; (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; (c) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; (d) not transfer any Customer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Plotbox has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Plotbox complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred; and (iv) Plotbox complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data; (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (f) notify the Customer without undue delay on becoming aware of a Personal Data breach; (g) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Customer Personal Data; and (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 6.6.
- 6.7. The Customer consents to Plotbox appointing the third-party processors listed in the Privacy Policy, or otherwise notified to the Customer from time to time by Plotbox, as third-party processors of any Personal Data processed by Plotbox under this agreement. Plotbox confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and Plotbox, Plotbox shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 6.7.

- 6.8.** In the event of any loss or damage to Customer Data, save for a breach of obligations arising pursuant to the Data Protection Legislation, the Customer's sole and exclusive remedy shall be for Plotbox to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Plotbox in accordance with its archiving procedure. Plotbox shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party or any damages (whether direct, indirect or consequential) suffered as a result, save for any breaches of Data Protection Legislation which cannot be excluded or disclaimed under relevant law and provided always that Plotbox uses reasonable endeavours to (where appropriate) restore such Customer Data from the latest backup maintained by it as at that date.
- 6.9.** The Customer hereby grants Plotbox permission to use, store and display as part of its genealogy portal at www.discovereverafter.com, the Customer Data that does not comprise Personal Data relating to living individuals (the parties acknowledging that this data shall relate only to deceased individuals), for the purposes of public searching and family history research, provided that this permission may be withdrawn by the Customer at any time by providing Plotbox with written notice to that effect.

7. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Plotbox makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer (including those entailing any transfer of Personal Data), with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Plotbox. Plotbox recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Plotbox does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. SUPPLIER'S OBLIGATIONS

- 8.1.** Plotbox undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 8.2.** The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Plotbox's instructions, or modification or alteration of the Services by any party other than Plotbox or Plotbox's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Plotbox will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. Notwithstanding the foregoing, Plotbox: (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8.3.** This agreement shall not prevent Plotbox from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

9. CUSTOMER'S OBLIGATIONS

- 9.1.** The Customer shall provide Plotbox with (i) all necessary co-operation in relation to this agreement; and (ii) all necessary access to such information as may be required by Plotbox; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services; (a) comply with all applicable laws and regulations with respect to its activities under this agreement; (b) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Plotbox may adjust any agreed timetable or delivery schedule as reasonably necessary; (c) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement; (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Plotbox, its contractors and agents to perform their obligations under this agreement, including without limitation the Services; (e) ensure that its network and systems comply with the relevant

specifications provided by Plotbox from time to time; and (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Plotbox's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10. CHARGES AND PAYMENT

- 10.1.** The Customer shall pay the Project Fees and Subscription Fees to Plotbox for the User Subscriptions in accordance with the Payment Terms.
- 10.2.** If Plotbox has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Plotbox: (a) Plotbox may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Plotbox shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Plotbox's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 10.3.** All amounts and fees stated or referred to in this agreement: (a) shall be payable in pounds sterling; (b) are, subject to clause 14.4, non-cancellable and non-refundable; (c) are exclusive of value added tax, which shall be added to Plotbox's invoice(s) at the appropriate rate.
- 10.4.** Plotbox shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 4.3 on expiry of the Initial Subscription Term and on an annual basis on each anniversary of such date upon 30 days' prior notice to the Customer, provided that any such increase shall be in line with the amount of any increase from time to time charged by Plotbox to customers similar to the Customer.

11. PROPRIETARY RIGHTS

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

12. CONFIDENTIALITY

- 12.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 12.2.** Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 12.3.** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 12.4.** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 12.5.** The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Plotbox's Confidential Information.
- 12.6.** Plotbox acknowledges that the Customer Data is the Confidential Information of the Customer, save to the extent it is agreed or known by the Customer to be disclosed or processed by Plotbox pursuant to Clause 6.
- 12.7.** No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13. INDEMNITY

- 13.1.** The Customer shall defend, indemnify and hold harmless Plotbox against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that: (a) the Customer is given prompt notice of any such claim; (b) Plotbox provides reasonable co-operation to the Customer in the

defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.

- 13.2.** Subject to clause 14, Plotbox shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringe any United Kingdom or Republic of Ireland patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) Plotbox is given prompt notice of any such claim; (a) the Customer provides reasonable co-operation to Plotbox in the defence and settlement of such claim, at Plotbox's expense; and (b) Plotbox is given sole authority to defend or settle the claim.
- 13.3.** In the defence or settlement of any claim, Plotbox may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 13.4.** In no event shall Plotbox, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services or Documentation by anyone other than Plotbox; or (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Plotbox; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Plotbox or any appropriate authority.
- 13.5.** The foregoing, and clause 14.4(b) states the Customer's sole and exclusive rights and remedies, and Plotbox's (including Plotbox's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

14. LIMITATION OF LIABILITY

- 14.1.** This clause 14 sets out the entire financial liability of Plotbox (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer: (a) arising under or in connection with this agreement; (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 14.2.** Except as expressly and specifically provided in this agreement: (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Plotbox shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Plotbox by the Customer in connection with the Services, or any actions taken by Plotbox at the Customer's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and (c) the Services and the Documentation are provided to the Customer on an "as is" basis.
- 14.3.** Nothing in this agreement excludes the liability of Plotbox: (a) for death or personal injury caused by Plotbox's negligence; or (b) for fraud or fraudulent misrepresentation.
- 14.4.** Subject to clauses 14.2 and 14.3: (a) Plotbox shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and (b) Plotbox's total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total amount paid by the Customer to Plotbox under this agreement during the 12 months immediately preceding the date on which the claim arose.

15. TERM AND TERMINATION

- 15.1.** This agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall (subject to the parties reaching agreement on the level of fees payable) be automatically renewed for successive periods of 12 months (each a Renewal Period), unless either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or otherwise terminated in accordance with the provisions of this agreement, and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.
- 15.2.** Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due

under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the Insolvency (Northern Ireland) Order 1989; (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(c) to 15.2(h) (inclusive); (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3. On termination of this agreement for any reason: (a) all licences granted under this agreement shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; (c) Plotbox may destroy or otherwise dispose of any of the Customer Data in its possession unless Plotbox receives, no later than 30 days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Plotbox shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

16. FORCE MAJEURE

Plotbox shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Plotbox or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration. If such a force majeure event prevents, hinders or delays Plotbox's performance of its obligations for a continuous period of more than three (3) months, the Customer may terminate this agreement by giving one (1) month's notice to Plotbox.

17. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) and appended to this agreement.

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

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.

20. SEVERANCE

- 20.1.** If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 20.2.** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. ENTIRE AGREEMENT

- 21.1.** This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 21.2.** Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

22. ASSIGNMENT

- 22.1.** The Customer shall not, without the prior written consent of Plotbox, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 22.2.** Plotbox may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

- 25.1.** Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.
- 25.2.** A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

26. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

27. JURISDICTION

Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 1

1. SUPPORT PROVISION

Any time worked, at the Customer's request or for the rectification of critical incidents, outside the Service Hours or outside the scope of the Services (including, without limitation, the Out-of-scope Services specified below) will be charged at the T&M and/or Overtime Rate (as applicable) plus VAT and Expenses (if any). The Service Charge applies solely to the provision of the Services and does not include third party costs for hardware or software. All third party costs will be charged as Expenses to the Customer monthly in arrears.

T&M Rate

The T&M Rate of £500 plus VAT] and Expenses (if any) applies per Man Day (being 8 hours per working day (Monday to Friday, excluding Northern Ireland Public Holidays)) for a support services engineer in addition to the Subscription Fees for work carried out outside the scope of the Services. (This is unlikely to apply to the Council unless bespoke work is requested).

Overtime Rate

The Overtime Rate shall be calculated at double the prevailing T&M Rate + VAT and Expenses (where applicable). (This is unlikely to apply to the Council unless bespoke work is requested).

Expenses

Expenses will be charged at cost and shall be paid by Customer monthly in arrears

2. SERVICE OVERVIEW

Plotbox will provide the following support services:

- Telephone Help Desk Support
- Routine Systems Management
- Security updates
- Enhancement of existing service features (but not new functionality development) is included free of charge
- Incident Management via Plotbox Support
- Management of technical relationship with Plotbox's chosen service provider

3. OUT OF SCOPE

Plotbox may reasonably determine that any Services requested by the Customer are Out-of-scope Services. If Plotbox makes any such determination, it shall promptly notify the Customer of that determination, and the Customer acknowledges that Plotbox is not obliged to provide Out-of-scope Services.

For the purposes of this Agreement "Out-of-scope Services" means any services provided by Plotbox in connection with any apparent problem reasonably determined by Plotbox not to have been caused by a Fault but rather a cause outside Plotbox's control (including without investigation work resulting in such a determination) or by: any improper use, misuse or unauthorised alteration by the Customer; any unauthorised use by the Customer; use of any hardware or software not supplied by Plotbox; or the use of a non-current version or release of the Software or Services.

4. ERROR CORRECTION

- 4.1. In accordance with this Agreement, Plotbox will use all commercially reasonable endeavours to maintain the Services in good working order during the Service Hours.
- 4.2. The Customer will promptly notify Plotbox of any support request via email or telephone of any defect error or other problem with the Services that means it fails to function in all material respects in accordance with its specification as published by Plotbox (the "Fault") and provide Plotbox (in so far as the Customer is reasonably able) with a documented example of the Fault, a description of the problem and start time of the incident and such information and assistance as is reasonably necessary to assist Plotbox to diagnose and rectify the Fault. Plotbox will categorise and record all Support Requests made in a Support Database and an entry in the Support Database will remain active until resolved. The Support Request will be categorised as; Explained, Complete, Withdrawn, No Action Required or Incident Raised. Where the Support Request is categorised as anything other than Incident Raised, Plotbox will use all reasonable endeavours to ensure that the matter is resolved as soon as reasonably practicable.
- 4.3. Where the Support Request results in an 'Incident Raised' the procedure identified in Sections 4.4 to 8 (inclusive) will be followed.
- 4.4. On receipt of a request for correction of any 'Incident Raised,' the matter will be logged in an Incidents Database and Plotbox will prioritise the Support Request based on its reasonable assessment of the severity level of the problem reported. Plotbox will use all reasonable endeavours to ensure that staff commence investigatory and corrective work within the Service Hours, to meet the target response time specified below at the table in section 5 depending on which category, or priority, the Incident Raised falls as defined in accordance with the table in section 6. Plotbox shall update the Customer at a frequency commensurate with the Target Response Time, within the Service Hours, until the Incident Raised is resolved.

5. TARGET RESPONSE TIME (WITHIN SERVICE HOURS)

Priority	Target Response time
Critical	1 hours
Severe	3 hours
Serious	6 hours
Minor/Query	24 hours

6. ERROR CLASSIFICATION

Priority	Classification
Critical	System not usable for any purpose
Severe	Malfunction impacting critical piece of functionality
Serious	Malfunction impacting non-critical piece of functionality
Minor/Query	Routine advice and guidance request, Documentation deficiency or usability suggestion

7. INCIDENT RAISED CLOSURE CATEGORIES

Category	Description
Software, Systems or Sub-Systems Error	The cause of the problem has been identified and an appropriate resolution has been generated.
Hardware Fault	The cause of the problem has been identified as a Hardware Fault.
User Error	The cause of the problem has been identified as a user error, not a Software, Systems or Sub-Systems Error.
No Fault Found	Either, the behaviour displayed in the incident report can be replicated and the way in which the Software, Systems or Sub-Systems behaved was consistent with the expected outcomes, or, Plotbox has not been able to replicate this incident within the supported version and environment.
Withdrawn	The Customer has determined that a resolution to the incident should no longer be pursued.
Change Request	The Software, Systems or Sub-Systems behaviour is as designed. A RFC should be raised to enhance functionality.
Documentation Error	The cause of the problem has been identified as stemming from a Documentation Error, which has been rectified.

8. EXTENSION

The parties may, on a case by case basis, agree in writing to a reasonable extension of the response times specified above. The Customer hereby acknowledges and agrees that, whilst Plotbox shall use all reasonable endeavours to meet the response times, all such times are estimate only, and time shall not be of the essence under this agreement.

APPENDIX 2

PROJECT FEES AND SUBSCRIPTION FEES

PROJECT FEES

Item	Description	Price £
1	Data Migration from existing system(s)	£7,500
2	PlotBox software set-up, implementation, project management and training	£7,500
3	Finance Integration	£6,000
4	Onsite Training	£900
	TOTAL SET-UP COST	£21,900

SUBSCRIPTION FEES

Licence Costs for 2 years based on 8 users	Total (Year 1) - £11,600 Total (Year 2) - £11,600
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APPENDIX 3

PRIVACY POLICY

GSS (NI) Limited

PlotBox App Privacy Policy and Cookie Policy

Background:

GSS (NI) Limited (GSS) understands that your privacy is important to you and that you care about how your information is used and shared online. We respect and value the privacy of everyone who visits Our Site and will only collect and use information in ways that are useful to you and in a manner consistent with your rights and Our obligations under the law.

This Policy applies to Our use of any and all data collected by us in relation to your use of Our Site. Please read this Privacy Policy carefully and ensure that you understand it.

1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

“Account”	means an account required to access and/or use certain areas and features of Our Site;
“Client”	means a customer of PlotBox;
“Client Data”	means personal data, reports, addresses, and other files, folders or documents in electronic form that a User of the Service stores within the Service;
“Cookie”	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in section 12, below;
“Our Site”	means this your dedicated and configured instance of the PlotBox Application;
“Personal Data”	means any information relating to an identified or identifiable natural person;
“UK and EU Cookie Law”	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011 and 2015; and
“User”	means an employee, agent, or representative of a Client, who primarily uses the restricted areas of the Site for the purpose of accessing the Service in such capacity;
“We/Us/Our”	means GSS (NI) Limited, a limited company registered in Northern Ireland under NI606324, whose registered address is The ECOS Centre, Kernohans Lane, Ballymena, BT43 7QA and whose main trading address is The ECOS

Centre, Kernohans Lane, Ballymena, BT43 7QA.

2. Information About Us

- 2.1 Our Site is owned and operated by GSS (NI) Limited, a limited company registered in Northern Ireland under NI606324, whose registered address is The ECOS Centre, Kernohans Lane, Ballymena, BT43 7QA and whose main trading address is The ECOS Centre, Kernohans Lane, Ballymena, BT43 7QA. Our VAT number is 155 6095 96
- 2.2 Our data protection lead can be contacted at privacy@plotbox.io

3. Scope – What Does This Policy Cover?

This Privacy Policy applies only to your use of Our Site. It does not extend to any websites that are linked to from Our Site (whether We provide those links or whether they are shared by other users). We have no control over how your data is collected, stored or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

4. What Data Do We Collect?

Some data will be collected automatically by Our Site, for further details, please see section 12 on Our use of Cookies, other data will only be collected if you voluntarily submit it and consent to Us using it for the purposes set out in section 5, for example, when signing up for an Account. Depending upon your use of Our Site, We may collect some or all of the following data:

- 4.1 **User-provided Information.** When you use the Service as a User you may provide, and we may collect Personal Data. Examples of Personal Data include name, email address, mailing address and mobile phone number. Personal Data also includes other information, such as geographic area or preferences, when any such information is linked to information that identifies a specific individual. You may provide us with Personal Data in various ways on the Service.
- 4.2 **Information Collected by Clients.** A Client or User may store or upload into the Service Client Data. GSS has no direct relationship with the individuals whose Personal Data it hosts as part of Client Data. Each Client is responsible for providing notice to its customers and third persons concerning the purpose for which Client collects their Personal Data and how this Personal Data is processed in or through the Service as part of Client Data.
- 4.3 **Automatically collected Information.** Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;

5. How Do We Use Your Data?

- 5.1 All personal data is stored securely in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR). For more details on security see section 6, below.
- 5.2 We use your data to provide the best possible service to you. This includes:
 - 5.2.1 Providing and managing your Account;
 - 5.2.2 Providing and managing your access to Our Site;
 - 5.2.3 Personalising and tailoring your experience on Our Site;

- 5.2.4 Supplying Our services to you;
 - 5.2.5 Personalising and tailoring Our services for you;
 - 5.2.6 Responding to communications from you
 - 5.2.7 Market research;
 - 5.2.8 Analysing your use of Our Site and gathering feedback to enable Us to continually improve Our Site and your user experience;
- 5.3 In some cases, the collection of data may be a statutory or contractual requirement, and We will be limited in the services We can provide you without your consent for Us to be able to use such data.
- 5.4 With your permission and/or where permitted by law, We may also use your data for marketing purposes which may include contacting you by email, telephone, text message and post with information, news and offers on Our products AND/OR services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended in 2004, 2011 and 2015.
- 5.5 Under GDPR we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:
- a) you have given consent to the processing of your personal data for one or more specific purposes;
 - b) processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;
 - c) processing is necessary for compliance with a legal obligation to which we are subject;
 - d) processing is necessary to protect the vital interests of you or of another natural person;
 - e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or
 - f) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

6. **How and Where Do We Store Your Data?**

- 6.1 We only keep your data for as long as We need to in order to use it as described above in section 5, and/or for as long as We have your permission to keep it. In any event, We will conduct an annual review to ascertain whether we need to keep your data. Your data will be deleted if we no longer need it in accordance with the terms of our Data Retention Policy.
- 6.2 If you are an EEA based customer your data will only be stored within the European Economic Area ("the EEA") (The EEA consists of all EU member states, plus Norway, Iceland and Liechtenstein).
- 6.2 Data security is of great importance to Us, and to protect your data We have put in place suitable physical, electronic and managerial procedures to safeguard and secure data collected through Our Site.
- 6.3 Steps We take to secure and protect your data include:
- 6.3.1 We limit access to personal information about you to employees who we believe reasonably

need to come into contact with that information to provide products or services to you or in order to do their jobs.

6.3.2 We have implemented reasonable physical, electronic, and procedural safeguards designed to protect personal information about you.

6.3.3 When you enter sensitive information (such as your password), we encrypt that information in transit using industry-standard Transport Layer Security (TLS) encryption technology.

6.4 Notwithstanding the security measures that We take, it is important to remember that the transmission of data via the internet may not be completely secure and that you are advised to take suitable precautions when transmitting to Us data via the internet.

7. Do We Share Your Data?

7.1 We may contract with third parties to supply products and services to you on Our behalf. These may include payment processing, delivery of goods, search engine facilities, advertising and marketing. In some cases, the third parties may require access to some or all of your data. Where any of your data is required for such a purpose, We will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, Our obligations, and the obligations of the third party under the law. We currently contract with:

7.2 We may compile statistics about the use of Our Site including data on traffic, usage patterns, user numbers, sales and other information. All such data will be anonymised and will not include any personally identifying information. We may from time to time share such data with third parties such as prospective investors, affiliates, partners and advertisers. Data will only be shared and used within the bounds of the law.

7.3 In certain circumstances We may be legally required to share certain data held by Us, which may include your personal information, for example, where We are involved in legal proceedings, where We are complying with the requirements of legislation, a court order, or a governmental authority. We do not require any further consent from you in order to share your data in such circumstances and will comply as required with any legally binding request that is made of Us.

8. What Happens If Our Business Changes Hands?

8.1 We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Data provided by users will, where it is relevant to any part of Our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use the data for the purposes for which it was originally collected by Us.

8.2 In the event that any of your data is to be transferred in such a manner, you will be contacted in advance and informed of the changes.

9. How Can You Control Your Data?

9.1 When you submit information via Our Site, you may be given options to restrict Our use of your data. We aim to give you strong controls on Our use of your data (including the ability to opt-out of receiving emails from Us which you may do by unsubscribing using the links provided in Our emails and by managing your Account).

9.2 You may also wish to sign up to one or more of the preference services operating in Your Country. The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

10. **Your Right to Withhold Information and Your Right to Withdraw Information After You Have Given it**

10.1 You may access certain areas of Our Site without providing any data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

10.2 You may restrict your internet browser’s use of Cookies. For more information, see section 12.

10.3 You may withdraw your consent for Us to use your personal data as set out in section in 5 at any time by contacting Us using the details set out in section 15, and We will delete Your data from Our systems. However, you acknowledge this may limit Our ability to provide the best possible products and services to you.

11. **How Can You Access Your Data?**

You have the legal right to ask for a copy of any of your personal data held by Us. Please contact Us for more details at privacy@plotbox.io, or using the contact details below in section 14.

12. **What Cookies Do We Use and What For?**

12.1 Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products and services. For more details, please refer to section 5, above, and to section 12.6 below. We have carefully chosen these Cookies and have taken steps to ensure that your privacy is protected and respected at all times.

12.2 By using Our Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. We use third party Cookies on Our Site for performance and . For more details, please refer to section 5, above, and to section 12.6 below. These Cookies are not integral to the functioning of Our Site.

12.3 All Cookies used by and on Our Site are used in accordance with current English and EU Cookie Law.

12.4 Before Cookies are placed on your computer or device, subject to section 12.5, you will be shown a pop up requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling Us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of Our Site may not function fully or as intended.

12.5 Certain features of Our Site depend on Cookies to function. UK and EU Cookie Law deems these Cookies to be “strictly necessary”. These Cookies are shown below in section 12.6. Your consent will not be sought to place these Cookies. You may still block these Cookies by changing your internet browser’s settings as detailed below in section 12.10, but please be aware that Our Site may not work as intended if you do so. We have taken great care to ensure that your privacy is not at risk by allowing them.

12.6 The following first party Cookies may be placed on your computer or device:

Name of Cookie	Purpose	Strictly Necessary
JSESSIONID PHPSESSID	These cookies are strictly necessary to provide you with services available through our websites and to use some of its features, such as access to secure areas.	Yes

and the following third party Cookies may be placed on your computer or device:

Name of Cookie	Provider	Purpose
NREUM	New Relic	Performance and Functionality
_delighted*	Delighted	Performance and Functionality
_intercom*	Intercom	Performance and Functionality

- 12.7 Our Site uses analytics services provided by Google Analytics. Website analytics refers to a set of tools used to collect and analyse usage statistics, enabling Us to better understand how people use Our Site. This, in turn, enables Us to improve Our Site and the products and services offered through it. You do not have to allow Us to use these Cookies, as detailed below, however whilst Our use of them does not pose any risk to your privacy or your safe use of Our Site, it does enable Us to continually improve Our Site, making it a better and more useful experience for you.
- 12.8 The analytics service(s) used by Our Site use(s) Cookies to gather the required information. Certain of these Cookies may be placed immediately when you first visit Our Site and it may not be possible for Us to obtain your prior consent. You may remove these Cookies and prevent future use of them by following the steps set out below in section 12.10.
- 12.9 The analytics service(s) used by Our Site use(s) the following Cookies:

Name of Cookie	First / Third Party	Provider	Purpose
_ga _utm*	Third	Google Analytics	allow us to recognise and count the number of visitors and to see how visitors move around our site when they are using it. This helps us to improve the way our site works, for example, by ensuring that users are finding what they are looking for easily.

- 12.10 You can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third party cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.
- 12.11 You can choose to delete Cookies at any time however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.
- 12.12 It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

12. Cookies

Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products and services. By using Our Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. We use third party Cookies on Our Site for performance and functionality. In addition, Our Site uses analytics services provided by Google Analytics, which also use Cookies. Website analytics refers to a set of tools used to collect and analyse usage statistics, enabling Us to better understand how people use Our Site. For more details, please refer to Our Cookie Policy.

13. Summary of Your Rights under GDPR

Under the GDPR, you have:

- 13.1 the right to request access to, deletion of or correction of your personal data held by Us;
- 13.2 the right to complain to a supervisory authority;
- 13.3 the right to be informed of what data processing is taking place;
- 13.4 the right to restrict processing;
- 13.5 the right to data portability;
- 13.6 the right to object to processing of your personal data;
- 13.7 rights with respect to automated decision-making and profiling (see section 14 below).

To enforce any of the foregoing rights or if you have any other questions about Our Site or this Privacy Policy, please contact Us using the details set out in section 15 below. The Information Commissioner's Office is the organisation that you can complain to if you are unhappy with how we deal with you. It can be contacted at www.ico.org.uk.

14. Automated Decision-Making and Profiling

- 14.1 In the event that We use personal data for the purposes of automated decision-making and those decisions have a legal (or similarly significant effect) on You, You have the right to challenge to such decisions under GDPR, requesting human intervention, expressing their own point of view, and

obtaining an explanation of the decision from Us.

14.2 The right described in section 14.1 does not apply in the following circumstances:

- a) The decision is necessary for the entry into, or performance of, a contract between the You and Us;
- b) The decision is authorised by law; or
- c) You have given you explicit consent.

14.3 Where We use your personal data for profiling purposes, the following shall apply:

- a) Clear information explaining the profiling will be provided, including its significance and the likely consequences;
- b) Appropriate mathematical or statistical procedures will be used;
- c) Technical and organisational measures necessary to minimise the risk of errors and to enable such errors to be easily corrected shall be implemented; and
- d) All personal data processed for profiling purposes shall be secured in order to prevent discriminatory effects arising out of profiling.

14.4 We currently do not make automated decisions based on your personal data

14.5 We currently do not profile your personal data.

15. **Contacting Us**

If you have any questions about Our Site or this Privacy Policy, please contact Us by email at privacy@plotbox.io, by telephone on 02825821005, or by post at The ECOS Centre, Kernohans Lane, Ballymena, BT43 7QA. Please ensure that your query is clear, particularly if it is a request for information about the data We hold about you (as under section 11, above).

16. **Changes to Our Privacy Policy**

We may change this Privacy Policy as we may deem necessary from time to time, or as may be required by law. Any changes will be immediately posted on Our Site. We recommend that you check this page regularly to keep up-to-date.

