DATED 1st July 2022

(1) Alcium Software Ltd.

(2) Department for International Trade

APPLICATION SERVICE PROVIDER (ASP) AGREEMENT

THIS AGREEMENT is made the 1st day of July 2022

BETWEEN:

(1)   Alcium Software Ltd. a company registered in England and Wales under number 4157769 whose registered office is at Alcium House, 6b Churchill Way, Sheffield, S35 2PY ("the Service Provider") and

(2)   Department for International Trade, Old Admiralty Building, London, SW1A 2DY ("the Customer")

WHEREAS:

(1)   The Service Provider hosts and provides access to the Applications described herein in its capacity as an Application Service Provider.

(2)   The Customer wishes to access the Applications described herein as hosted by the Service Provider under a non-exclusive Licence, from a remote location, in return for the payment of an annual fee and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1.   **Definitions and Interpretation**

    1.1   In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Applications"	means the selected software applications provided by the ASP which shall be available to the Customer, as set out in Schedule 2 of this Agreement;
"ASP Infrastructure"	means the Service Provider's computer hardware, firmware, software and communications infrastructure which is used to facilitate access to the Applications by the Customer;
"Business Day"	means any day other than Saturday or Sunday that is not a bank or public holiday;
"Business Hour"	means any time between 09:00 and 17:00 on a Business Day, during which the Service Provider is open for business;
"Commencement Date"	means 1st July 2022
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the Parties throughout the Term of this Agreement;
"Customer Computer Systems"	means the Customer's computer hardware, firmware, software and communications infrastructure through and on which the Applications are to be used;

"Customer Data"	means any data belonging to the Customer or to third parties and used by the Customer under licence which is created using the Applications or otherwise stored in the ASP Infrastructure;
"Data Protection Legislation"	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.
"Fees"	means the sums payable by the Customer in return for access to the Applications, the ASP Infrastructure and support services provided by the Service Provider in accordance with Clauses 4 and 11 and Schedule 1 of this Agreement;
"Intellectual Property Rights"	means all vested contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up and database rights;
"Non-Customer User"	means a non-employee of the Customer who may not use the Service in the absence of written consent from the Service Provider as per sub-Clause 10.4;
"Service"	means, collectively, the Applications, ASP Infrastructure and support services provided by the Service Provider to the Customer;
"Training Fees"	means the sums payable by the Customer in return for training provided by the Service Provider in accordance with Clause 6 of this Agreement, specified in Schedule [5]; and
"UK Data Protection Legislation"	any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.
"Users"	means an employee of the Customer who shall, from time to time, access the Applications through the ASP Infrastructure.

1.2   Unless the context otherwise requires, each reference in this Agreement to:

1.2.1   "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2   a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

         1.2.3   "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

         1.2.4   a Schedule is a schedule to this Agreement; and

         1.2.5   a Clause, sub-Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3   The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4   Words imparting the singular number shall include the plural and vice versa.

1.5   References to any gender shall include the other gender.

2. The Service

2.1   The Service Provider shall, with effect from the Commencement Date, provide the Service to the Customer on a non-exclusive basis for the duration of the Term of this Agreement and in accordance with the terms and conditions of this Agreement.

2.2   The Service Provider shall provide access to the Applications through the ASP Infrastructure and shall use its best and reasonable endeavours to ensure that such access is available, without interruption, 24 hours a day, 7 days a week, 365 days a year. This undertaking shall be subject to the exceptions contained in Clauses 4, 11, 17 and 18 of this Agreement.

3. Term

3.1   The Service will be provided by the Service Provider during the term of this agreement (the "Term"), which shall commence on the Commencement Date and will continue until 30th June 2023 unless otherwise terminated in accordance with Clause 18 of this Agreement.

3.2   The Term may be renewed on the same terms and conditions as set out in this Agreement for a further period, upon the mutual consent of both Parties. The minimum period for renewal is a further calendar year.

4. Fees and Payment

4.1   The Fees due for the Service are specified in Schedule 1 to this Agreement.

4.2   The Customer shall pay to the Service Provider all Fees due within 30 days of receipt of an invoice from the Service Provider for the same.

4.3   In the event that the Customer does not pay all Fees due within the time period specified in sub-Clause 4.2 above, the Service Provider reserves the right to suspend the Customer's use of the Service by whatever means it deems appropriate.

4.4   In the event that the Customer fails to pay under sub-Clause 4.3 then, without prejudice to sub-Clause 4.3, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at 3% per annum over the Bank of England base rate obtaining at the time.

4.5   The Service Provider reserves the right to vary the Fees on renewal of this Agreement, as per Schedule 1 Clause 3. The Customer shall receive 30 days' written notice of any such variation. Such variations shall take effect upon expiry of such notice.

5.   The Applications

5.1   The Applications to which the Customer shall have access are detailed in Schedule 2 to this Agreement.

5.2   The Customer is free during the term of this Agreement to either add to or remove from the selection of Applications, subject to availability of required applications from the Service Provider. The Fees shall be amended accordingly in the event of such modification.

6.   Training

6.1   The Service Provider shall provide training in accordance with the programme specified in Schedule [5] to all Users that require it.

6.2   The cost of all training materials including, but not limited to, books, handouts and interactive resources which may be required shall be included in the Training Fees.

6.3   Prior to the Commencement Date, the Customer shall determine the number of Users requiring training and shall inform the Service Provider.

6.4   All Training Fees, as specified in Schedule [5], shall be paid by the Customer at the same time as the first instalment of Fees payable under Clause 4. In the event that subsequent training of new Users is required, additional Training Fees shall be charged on an ad-hoc basis with payment due prior to the commencement of such training.

6.5   Further training may be required in the event of significant alterations or upgrades to the Applications and the ASP Infrastructure. The Service Provider shall inform the Customer of such recommended training in advance and shall supply details of all required Training Fees.

7.   System Hosting

7.1   The Service Provider utilises a cloud server environment provided by Rackspace (www.rackspace.co.uk). The Service Level Agreement with Rackspace is annexed to this Agreement as Schedule 7.

8.   Software Maintenance

8.1   The Service Provider shall be responsible for all software maintenance and upgrades to the ASP Infrastructure which may from time to time be required.

8.2   Whenever possible, the Service Provider shall use its best and reasonable endeavours to undertake software maintenance work outside of the Customer's business hours.

8.3   Unless software maintenance is corrective in nature, the Service Provider shall provide at least 7 Business Days' notice of any software maintenance which

may affect the Customer's use of the Service. The Service Provider shall use it's best and reasonable endeavours to provide as much notice as possible in the case of corrective software maintenance, however advance notice may not always be possible.

8.4   Where software maintenance will disrupt the Service, the Service Provider shall aim to complete all necessary work within 4 Business Hours or as soon as possible thereafter where resolution in that time is not possible.

8.5   Whenever possible, the Service Provider shall provide a workaround solution to the Customer to enable the Customer's continued use of the Service or to enable use that is as close to normal as is possible under the prevailing circumstances.

9.   Software Licences

9.1   The Customer shall use all Applications under a non-exclusive, non-transferrable licence, as set out in this Agreement. This licence permits a maximum number of 20 Users to access the Applications at any given time and such access is only permitted through https://prospectdatabase.evolutive.co.uk/

9.2   All Applications provided by the Service Provider are the property of the Service Provider unless otherwise stated and shall be covered by the terms of the licence included in this Agreement. Where Applications are the property of a third party, the relevant licences for those Applications shall be annexed to this Agreement in Schedule 3.

9.3   Where Applications are the property of a third party, the Service Provider warrants that they have all requisite authority to sub-licence such applications to the customer for the purposes of this Agreement and for use under its terms.

10.   Applications and ASP Infrastructure Terms of Use

10.1   Under this Agreement, as indicated in sub-Clause 9.1 above, a maximum number of 20 Users may access the Applications through the ASP Infrastructure at any given time.

10.2   Users' access to the Applications and the ASP Infrastructure shall be controlled by means of username, password and pass code. Access can also be restricted by IP address on written request of the Customer.

10.3   The Service Provider reserves the right to increase Fees proportionately, in accordance with Schedule 1, in the event of an increase in the maximum number of Users.

10.4   Use by Non-Customer Users is not permitted under this Agreement in the absence of express written consent from the Service Provider, such consent not to be unreasonably withheld. The Service Provider may require such details as the reason that access to the Applications and ASP Infrastructure is required by the Non-Customer User, details of the Non-Customer User and other information which may be specified from time to time.

10.5   The Service Provider shall monitor the Customer's use of the Applications and ASP Infrastructure from time to time to ensure compliance with the terms and conditions of this Agreement and with the Reasonable Usage Policy annexed to this Agreement as Schedule 4. In the event that the Customer's use of the

Service exceeds levels deemed reasonable by the Reasonable Usage Policy, the Service Provider reserves the right to increase Fees, in accordance with Schedule 1, as it deems appropriate, supplying 30 days' written notice to the Customer of such an increase.

10.6 The Customer may only access the Applications detailed in Schedule 2 to this Agreement. No access to other parts of the ASP Infrastructure shall be permitted in the absence of express written permission from the Service Provider.

10.7 The Customer is exclusively responsible for its use of the Service, including the conduct of individual Users (Users to include any authorised Non-Customer Users) and must ensure that all use is in accordance with this Agreement. The Customer shall notify the Service Provider immediately of any breaches of this Agreement by any Users or Non-Customer Users.

10.8 Access to the Applications is only permitted through https://prospectdatabase.evolutive.co.uk/, via the ASP Infrastructure. Under no circumstances may the Customer download, store, reproduce or redistribute the Applications or any other part of the ASP Infrastructure, without first obtaining the express written permission of the Service Provider.

10.9 The Customer's use of the Applications and ASP Infrastructure may, from time to time, be governed by statutory or regulatory rules and requirements external to the terms and conditions of this Agreement. It shall be the Customer's exclusive responsibility to ensure that their use of the Service is in compliance with any such laws.

10.10 The Customer's use of the Service shall be subject to the following limitations, any of which may be waived by the Service Provider giving their express written consent:

10.10.1 The Customer may not use or redistribute the Applications or the ASP Infrastructure for the purpose of conducting the business of an Application Service Provider;

10.10.2 The Customer may not redistribute or reproduce the Applications or the ASP Infrastructure through any network; and

10.10.3 The Customer may not allow any unauthorised third party to access the Applications or the ASP Infrastructure.

10.11 Neither the Customer, nor anyone on their behalf may, in the absence of written consent from the Service Provider:

10.11.1 Make changes of any kind to the Applications or the ASP Infrastructure; or

10.11.2 Attempt to correct any fault or perceived fault in the Applications or the ASP Infrastructure.

11. **Support**

11.1 The Service Provider shall provide telephone, and email support services during their normal business hours of 09:00 to 17:00 Monday to Friday, such business hours to exclude public holidays. The support provided by the Service Provider shall relate only to the Applications and ASP Infrastructure. Any problems which are related to Customer Computer Systems must be resolved by the Customer's own support staff.

11.2 When seeking support the Customer shall use its best and reasonable endeavours to provide the fullest information possible to aid the Service Provider in diagnosing any faults in either the Applications or the ASP Infrastructure.

11.3 Whenever possible, the Service Provider shall provide a workaround solution to the Customer to enable the Customer's continued use of the Service or to enable use that is as close to normal as is possible under the prevailing circumstances.

11.4 The Service Providers' Service Level Agreement is annexed to this Agreement as Schedule 8.

12. **Intellectual Property**

12.1 Subject to sub-Clause 12.2 all Intellectual Property Rights subsisting in the Applications and the ASP Infrastructure, including any supporting software and documentation are the property of the Service Provider. For the purposes of this Clause 12, 'Applications' and 'ASP Infrastructure' along with supporting software and documentation are taken to include the manner in which all such material is compiled and presented.

12.2 Where expressly indicated, the Intellectual Property Rights subsisting in certain Applications including any supporting software and documentation may be the property of named third parties.

12.3 The Customer shall not either during the term or after the expiry of this Agreement permit or cause to occur any infringement of any Intellectual Property Rights covered by this Clause 12. Use by the Customer and its employees of the Service shall be only within the terms of this Agreement.

12.4 The Customer shall not, in the absence of the Service Provider's written consent, reproduce, adapt, translate, reverse-engineer, or make available to any third party any of the Applications, any part of the ASP Infrastructure, or any other material associated with this Agreement where such activity goes beyond the scope of actions permitted by the terms and conditions of this Agreement.

12.5 Where the Customer either suspects or is aware of any breach of Intellectual Property Rights covered by this Clause 12 it shall be under a duty to inform the Service Provider of such breach immediately.

13. **Customer Data**

13.1 Subject to sub-Clause 13.2 all Intellectual Property Rights subsisting in Customer Data are and shall remain the property of the Customer.

13.2 Certain Customer Data may belong to third parties. In such cases, the Customer warrants that all such Customer Data is used with the consent of

relevant third parties.

14. **Confidentiality**

14.1 During the Term of this Agreement and after the termination or expiration of this Agreement for any reason, the Service Provider shall use its best and reasonable endeavours to ensure that all Customer Data is kept secure and confidential. The Service Provider shall not, in the absence of express written consent from the Customer, disclose Customer Data to any third party unless such disclosure is required by law in which case the Customer shall be notified in writing of the disclosure.

14.2 During the Term of this Agreement, the following obligations shall apply to the Party receiving Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party").

14.3 Subject to sub-Clause 14.4, the Receiving Party:

14.3.1 may not use any Confidential Information for any purpose other than the performance of their obligations under this Agreement;

14.3.2 may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and

14.3.3 shall make every effort to prevent the unauthorised use or disclosure of the Confidential Information.

14.4 The obligations of confidence referred to in this Clause 14 (excluding sub-Clause 14.1) shall not apply to any Confidential Information that:

14.4.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;

14.4.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

14.4.3 is required to be disclosed by any applicable law or regulation; or

14.4.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect thereof and who imposes no obligations of confidence upon the Receiving Party.

14.5 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this Clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this Clause in addition to any damages or other remedies to which they may be entitled.

14.6 The obligations of the Parties under all provisions of this Clause shall survive the expiry or the termination of this Agreement irrespective of the reason for such expiry or termination.

15. **Liability**

15.1 Neither party shall be liable to the other for any indirect or consequential loss the other party may suffer even if such loss is reasonably foreseeable or if that party has been advised of the possibility of the other party incurring it.

15.2 Notwithstanding any other provision in this Agreement, the Service Provider's liability to the Customer for death or injury resulting from the Service Provider's own negligence or that of their employees, agents or sub-contractors shall not be limited.

16. **Force Majeure**

16.1 Neither the Service Provider nor the Customer shall be liable for breaching this Agreement where that breach results from Force Majeure.

16.2 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: power failure, internet service provider failure, industrial action, civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

17. **Termination**

17.1 The Service Provider reserves the right to terminate this Agreement or to suspend the Service in the following circumstances:

17.1.1 If the Customer fails to pay Fees due under Clause 4 of this Agreement;

17.1.2 If the Customer is in breach of the terms of this Agreement;

17.1.3 If the Customer becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;

17.1.4 If the Customer is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or

17.1.5 If the Customer has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

17.2 The Customer reserves the right to terminate this Agreement in the following circumstances:

17.2.1 If the Service Provider is in breach of the terms of this Agreement;

17.2.2 If the Service Provider becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;

17.2.3 If the Service Provider is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or

17.2.4 If the Service Provider has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

17.3   Within 7 Business Days of the termination of this Agreement in accordance with this Clause 18 or the expiry of this Agreement, the Customer shall uninstall or otherwise remove any means of access to the Applications and ASP Infrastructure including, but not limited to, client software, user manuals and all associated documentation supplied by the Service Provider for that sole purpose. Immediately following taking such action, the Customer shall inform the Service Provider in writing that such action has been taken.

17.4   The Customer reserves the right to request by notice one copy of the Customer data prior to the expiry of this Agreement. The data will be supplied on DVD or other media, agreed by mutual consent, within 14 Business Days of the notice. Second and subsequent requests will be subject to the appropriate fee specified in Schedule 1 to this Agreement. This payment will be due prior to the provision of the data.

17.5   Within 14 Business Days of the termination of this Agreement in accordance with this Clause 18 or the expiry of this Agreement, the Service Provider will delete all Customer data from the ASP server and from any back-up tapes.

18.   Notices

18.1   All notices under this Agreement shall be in writing.

18.2   Notices shall be deemed to have been duly given:

18.2.1   when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

18.2.2   when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

18.2.3   on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

18.2.4   on the tenth business day following mailing, if mailed by airmail, postage prepaid.

18.3   In each case notices should be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

19.   Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the Service Provider and the Customer.

20.   Assignment

Neither Party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

21.   Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement

is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

22. **Entire Agreement**

22.1 This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.

22.2 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the Parties.

23. **No Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

24. **Non-Exclusivity**

The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.

25. **Law and Jurisdiction**

25.1 This Agreement shall be governed by the laws of England and Wales.

26. **Dispute Resolution**

26.1 If there is a disagreement in relation to this Agreement, the Customer and the Service Provider shall negotiate and settle the disagreement. If it is not possible to settle the disagreement within [14] Business Days, the Customer and the Service Provider shall each nominate a senior representative or representatives (or, if they are not available, their appointed deputies) who shall meet to try to resolve the matter. If the matter is not resolved at that level within [20] Business Days of the matter having first been considered by the Parties in negotiations, or such longer period as may be agreed by the Parties, then the matter may be referred by either party to a meeting to be convened between a director or the Customer and a director of the Service Provider (or, if they are not available, their appointed deputies). If any such meeting fails to result in a settlement within [20] Business Days of such referral to it (or it is not possible to convene such a meeting within this period) then the matter may be referred to the courts.

26.2 The Parties shall not refer any dispute to the courts unless and until the dispute resolution procedures of Clause 26.1 have been followed and the deadline for settlement has expired, except where it is necessary to do so.

26.3 For the avoidance of doubt, the Parties' obligations under the Agreement shall not be affected as a result of any matter being dealt with under this Clause 26.

27. **Data Protection**

27.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 27 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 27, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) 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.

27.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

27.3 Without prejudice to the generality of clause 27.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.

27.4 Without prejudice to the generality of clause 27.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:

    (a) process that Personal Data only on the written instructions of the Customer unless the Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on laws of a member of the

European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;

(b)   ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);

(c)   ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d)   not transfer any 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 the Provider has provided appropriate safeguards in relation to the transfer;

    (ii)   the data subject has enforceable rights and effective legal remedies;

    (iii)   the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

    (iv)   the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the 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 Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(h)   maintain complete and accurate records and information to demonstrate its compliance with this clause 27 and allow for audits by the Customer or the Customer's designated auditor.

27.5   Either party may, at any time on not less than 30 days' notice, revise this clause 27 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

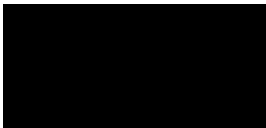**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written

SIGNED by

███████████████

████████████
for and on behalf of Alcium Software Ltd.
30/6/2022

████████████████████

SIGNED by

██████████████

███████████
Head of Commercial - Corporate Services, Marketing & Events
Commercial Corporate Services and Marketing and Events
for and on behalf of Department for International Trade

30/6/2022   ████████████████████

SCHEDULE 1

Fees

1. **Licence Fees**

    Evolutive Site Licence & 20 fixed User Licences: ▮▮▮▮▮▮▮▮ per annum

2. **Module Fees**

    Not Applicable

3. **Fee Increases**

    Increases in fees will be calculated on the 1st January each year and will be increased in line with the Retail Price Index as at the preceding September. The increased prices will become effective on the issue of an invoice for any licence renewal, 30 days prior to the expiry.

4. **Additional Support Charges**

    The Service Provider reserves the right to charge a fee of ▮▮▮▮▮▮ per Gb, or part thereof, per month in the event that the Customer's use of the Service exceeds levels deemed reasonable by the Reasonable Usage Policy. The Service Provider will provide 30 days' written notice to the Customer of such an increase.

5. **Additional Costs**

    Additional User Licences can be purchased on request. The cost for additional user licences for the period of this agreement is detailed below:

    21st – 30th user at ▮▮▮▮▮▮ per annum each

    31st – 50th user at ▮▮▮▮▮▮ per annum each

    51st – 70th user at ▮▮▮▮▮▮ per annum each

    71 + user at ▮▮▮▮▮▮ per annum each

    The fee to supply second and subsequent copies of data to the Customer, as outlined in Clause 18.4, will be ▮▮▮▮▮▮. The payment of this fee would be due prior to the supply of the data.

6. **On-Line Form Development**

    A fixed price quotation will be provided on receipt of the specification for each form required.

SCHEDULE 2

Applications

Evolutive Site Licence

20 No. Fixed User Licences

Included Modules

Enquiry/Project Management
Funding & Grant Management/Tracking
Participant Tracking
Online Portal
Reporting & Analysis Tools
Property Database
Online Property Search Toolkit
Event Manager & Event Booking Portal
Document Management
Email Marketing & Tracking
Online Questionnaires

SCHEDULE 3

Third Party Software Licenses

Not Applicable

SCHEDULE 4

Reasonable Usage Policy

The Service Provider includes all the charges for the hosting service, within the licence fee, up to a maximum of 10 Gb of traffic within any one calendar month. Where the traffic allowance is exceeded, the Service Provider will notify the Customer in writing within 30 days and will provide a Usage summary report. In such circumstances, the Service Provider reserves the right to charge an additional fee as specified in Schedule 1 of this Agreement.

SCHEDULE 5

Training

Alcium supplies all the equipment needed for the training courses and provides each delegate with a training overview. Training may be carried out at your own offices, or at our training suite in Sheffield.

Prior to all training sessions a pre-training questionnaire is provided, covering the basic housekeeping information such as timings, location and attendees.

Administration/Setup Training

Administration training provides a complete overview of the administration side of the system. Users who have completed the course will be able to:

- Add, edit and delete users (including permissions)

- Amend field headings/labels

- Add, edit and delete drop list items

- Define mandatory fields

- Create bespoke templates for brochures, reports, mail shots, email shots and letters

In a multi-office environment it is recommended that a user with the appropriate administrative rights is available at each office.

Training Fees

Full Day Training is charged at ████████████
Half Day Training is charged at ████████████

Training fees are charged at a daily rate regardless of the number of training session and / or the number of attendees.

SCHEDULE 6

Minimum requirements for the operation of the Applications

Operating System

Windows 10 or above

Browser

Microsoft Edge (latest supported version)
Google Chrome (latest supported version)
Safari (latest supported version)
Firefox (latest supported version)

Ancillary Software

MS Office 2010 or above

SCHEDULE 7

Rackspace Service Level Agreement

Network

We guarantee that our data centre network will be available 99.5% of the time in any given monthly billing period, excluding scheduled maintenance.

Data Centre Infrastructure

We guarantee that data centre HVAC (Heating, Ventilation and Air Conditioning) and power will be functioning 99% of the time in any given monthly billing period, excluding scheduled maintenance. Infrastructure downtime exists when Cloud Servers™ downtime occurs as a result of power or heat problems.

Cloud Server Hosts

We guarantee the functioning of all cloud server hosts including compute, storage, and hypervisor. If a cloud server host fails, we guarantee that restoration or repair will be complete within one hour of problem identification.

Migration

If a cloud server migration is required because of cloud server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine in our reasonable judgment, that we must begin the migration sooner to protect your cloud server data. Either way, we guarantee that the migration will be complete within three hours of the time that we begin the migration.

Security

Physical Security

Physical Security includes locking down and logging all physical access to our data centres.

- Data centre access is limited to only authorized personnel
- Badges and biometric scanning for controlled data centre access
- Security camera monitoring at all data centre locations
- Access and video surveillance log retention
- 24x7 onsite staff provides additional protection against unauthorized entry
- Unmarked facilities to help maintain low profile
- Physical security audited by independent firms annually

Operations Security

Operational Security involves creating business processes and policies that follow security best practices to limit access to confidential information and maintain tight security over time.

- ISO 27001/2 based policies, reviewed at least annually
- Documented infrastructure change management procedures
- Secure document and media destruction
- Incident management function
- Business continuity plan focused on availability of infrastructure
- Independent reviews performed by third parties
- Continuous monitoring and improvement of security program

Network Infrastructure

Network Infrastructure provides the availability guarantees backed by aggressive SLAs.

- High-performance bandwidth provided by multiple network providers
- Elimination of single points of failure throughout shared network infrastructure
- Cables properly trunked and secured
- Proactive network management methodology monitors network route efficiency
- Real-time topology and configuration improvements to adjust for anomalies
- Network uptime backed by Service Level Agreements
- Network management performed by authorized personnel only

Environmental Controls

Environmental Controls implemented to help mitigate the risk of service interruption caused by fires, floods, and other forms of natural disasters.

- Dual power paths into facilities
- Uninterruptable power supplies (minimum N+1)
- Diesel generators (minimum N+1)
- Service agreements with fuel suppliers
- HVAC (minimum N+1)
- VESDA / fire suppression
- Flood detection
- Continuous facility monitoring

Human Resources

Human Resources provide Rackspace employees with an education curriculum to help ensure that they understand their roles and responsibilities as they relate to information security.

- Background screening performed on employees with access to customer accounts

- Employees are required to sign non-disclosure and confidentiality agreements

- Employees undergo mandatory security awareness training upon employment and annually thereafter

Security Organisation

Security Organisation includes establishing a Global Security Services team tasked with managing operational risk, by executing an information management framework based on the internationally recognized ISO 27001 Standard.

- Security management responsibilities assigned to Global Security Services

- Chief Security Officer with oversight of Security Operations and Governance, Risk, and Compliance activities

- Direct involvement with Incident Management, Change Management, and Business Continuity

Data Back-up

Backups are performed daily to the Rackspace Cloud Backup.

<div align="center">**SCHEDULE 8**</div>

ALCIUM SOFTWARE SERVICE LEVEL AGREEMENT

This document represents an agreement between Alcium Software Ltd and the customer identified (the Customer) for the provision of the software support services identified in section 3 for the software outlined in section 2.

This is a living document and is subject to change.

Section Two: Software

This agreement covers services provided in relation to the Evolutive CRM software licensed by Alcium Software Ltd:

Section Three: Services

Accessing Alcium Software support services

The Alcium Software support service can be accessed by any of the following means:

Email: helpdesk@alciumsoftware.com

Telephone: 0114 349 1294

               Option 2 – Evolutive CRM and Evolutive CRM related products

               Option 3 – Design and Creative Services

               Option 4 – Other enquiries

Helpdesk Hours

During working time Alcium Software will man the helpdesk during the following hours:

Monday-Friday: 09:00 to 17:00

Bank Holidays and the period between Christmas and New Year are considered non-working time.

Alcium Software Response

Whenever an incident is raised, a support log will be created in Alcium Software's dedicated internal support system. Support tickets raised by email or telephone are logged in the system by Alcium Software's helpdesk team and assigned a unique reference number. Any correspondence via email with the Customer will include the unique reference number in the email subject.

Target Service Levels

The table below outlines the definitions of the priority levels assigned by Alcium Software's support team:

Priority Level	Definition
1	The Incident is preventing the Customer from using the Software or facilities in the Software that help to protect the safety of the user are not working as expected.
2	The Incident is causing the Customer persistent or significant difficulties in using the Software
3	The Incident is causing minor difficulties for the Customer in using the software

Alcium Software undertakes to meet the following service levels for 95% of all calls received:

Priority	Respond	Update	Resolve
1	Immediate	2 Hourly	8 Hours
2	2 Hours	Daily	24 Hours
3	1 Week	Weekly	20 Days

For the avoidance of doubt, enhancements or modifications to the functionality of the Software are outside scope of this agreement. Alcium Software is not committed under this agreement to provide any such changes and reserves the right to make a fair and reasonable charge for any such changes.

Definitions

Action	Definition
Incident	An Incident is any event which is not part of the standard operation of a service and which causes, or may cause interruption to, or a reduction in the quality of that service
Respond	Time within which investigation will begin and necessary personnel will be engaged
Update	Frequency of contact with the Customer
Resolve	Time within which the incident will be resolved either by applying a fix or providing the Customer with a workaround which enables them to continue working
Times	All times are based on working hours/days
Problem	A Problem is the unknown underlying cause of one or more incidents

Raising Incidents

In order to ensure a prompt response, issues should be raised in accordance to the following table:

Priority	Methods of Raising Issues
1	Email or Telephone. An Alcium Software representative will confirm with the Customer that the issue is assigned Priority 1 status
2	Email or Telephone
3	Email or Telephone

Incidents Requiring Assistance from the Customer

The Customer acknowledges that in order to meet the specified service levels, Alcium Software will require ongoing assistance from the Customer. When a request for information or assistance is issued to the Customer, the status of the support call within our internal system will be changed to 'Awaiting Client Feedback'.

Any incident that has an 'Awaiting Client Feedback' status will have the elapsed time measurement suspended ("clock stopped") until such time as the Customer responds with the information requested.

Transfer to Development

Where a Fix has been provided in the form of a workaround, but the Software requires additional software development in order to resolve the issue, the Incident will become a Problem and the status in our internal system will be changed to 'With Development'. In the case of Problems arising from Priority 1 incidents, Alcium Software shall release a Fix within a patch to the current version of the Software which shall be issued within a reasonable timeframe as discussed with the Customer.

In the case of Problems arising from Priority 2 and Priority 3 Incidents, Alcium Software shall provide a Fix so long as the cut-off date for new requirements for developments being notified for that release has not been passed. If the cut-off date has already lapsed for that release, Alcium Software shall include it in the list of requirements for the following release.

The Customer will receive a reference ID associated to the Development item for the duration of the Incident.

Advice and Guidance from Alcium Software

Contact to the Helpdesk may commonly be for advice and guidance using Alcium Software products. Each Customer will have their own internally designated System Administrator who is commonly the main point of contact with the Alcium Software Project/Account Manager. Once the Software is in the live environment, it is expected that the Customers' System Administrator will be the first point of contact for all users. If the advice and/or guidance cannot be answered in the first instance by the System Administrator, then the System

Administrator is expected to contact the Helpdesk to obtain support in resolving the query on behalf of the user. Contact to the Helpdesk is expected to mainly come from System Administrators. If the System Administrator is not available for support to the user, then the user is expected to contact the Helpdesk directly for assistance.

The following support areas are generally determined to be Helpdesk or Account Management related:

Helpdesk
What is Covered:
- Adding new users
- Adding new Tasks, Grant Stages and Categories
- Company/Contact Imports
- Basic Dashboard Reports
- Basic Data Visualisation charts
- Form and system bugs
- Email templates, including newsletters (subject to cost)
- Email signatures
- Outlook/Word plug-in/365 integration
- Basic API queries

What is not Covered:
- Correcting individual data records
- Training
- Third Party Network, Hardware and Software support/issues
- Account Management related queries/support

Account Management
What is Covered
- Adding new Partners
- Adding new Enquiry Profiles
- Bespoke Online Form Development (subject to cost)
- Bespoke enquiry imports (subject to cost)
- Advanced Dashboard Reports
- Advanced Data Visualisation charts
- Advanced API queries
- Consultancy
- Training*

*Initial training of the software during implementation is treated separately to any post-live training requests. Any on-going allocated training and consulting time is subject to the following cost to the Customer:

- 1 hr per quarter training webinar is included in the contract, which can be combined with other sessions. If additional sessions are requested or required by the Customer, there will be a cost of ▮▮▮▮▮▮ per hour thereafter.
- 1 hr per month – account management meeting is included in the contract. If additional account management meetings are requested or required by the Customer, there will be a cost of ▮▮▮▮▮▮ per hour thereafter.

What is not Covered
- Third Party Network, Hardware and Software support/issues
- Third Party API support – Supporting Web Providers beyond the standard guidance and documentation provided
- Helpdesk related queries/support

Issues beyond Alcium Software's Reasonable Control

In some cases, problems may be caused by factors outside of Alcium Software's reasonable control such as the hardware and other software used by the Customer. Such issues are beyond the scope of this agreement and the commitments made by Alcium Software hereunder.

Alcium Software undertakes to provide support to the resolution of issues of this nature but reserves the right to make a fair and reasonable charge in the event that the issue can be attributed to factors beyond its reasonable control.

Customer Responsibilities

The Customer undertakes to ensure the following:

- The Customer shall ensure that its representatives are adequately trained and skilled in the use of the Software, the equipment used to host the Software and the applications that are used in conjunction with the Software
- Representatives of the Customer and its key contractors shall provide all assistance reasonable required by Alcium Software to resolve its issues
- The Customer shall inform Alcium Software in advance of any material changes to the infrastructure on which the Software is hosted and the other software (including operating systems, web browsers and anti-virus software) used by the Customer
- The Customer shall provide remote control access to its servers via Microsoft Terminal Services or similar. (Non Alcium Software hosted customers only)
- For bespoke development work, the Customer shall sign off specifications before development commences and any further changes deviating from the original signed off specification is subject to additional costs. The Customer will fully test any bespoke development work within an agreed reasonable time frame and confirm they are happy before the project goes live.

Alcium Software hosted Customers:

The Customer shall ensure that:

Under no circumstances must our web servers be used for the hosting or communication of, reference to or linking to any of the following:

- Nudity, pornography, anything of a sexual lewd, or obscene nature;
- Violations of any copyright or any other right of any third party;

- Threatening, abusive, harassing, defamatory statements;
- Promotion of illegal activities (hacking, cracking etc.);
- Information or software containing or about any kind of virus;
- Hate speech or hate propaganda;
- The collection of personal information for illegal purposes;
- Content deemed by us at our sole discretion to be harmful to us

Change Control

We welcome comments on suggested improvements to the Evolutive CRM. All change requests are logged and are then reviewed by the development/management team at appropriate points to determine whether or not the suggested change would be of benefit to the entire Software user community. If deemed relevant then it is given a priority status of High, Medium or Low.

All change requests are reviewed on a priority basis and selected for inclusion in the next major development phase dependant on resource, availability and applicability to the wider Software user community.

Changes to the core software are subject to development resource availability. If we have a high demand on our development resource as a result of both medium or long term developments then we may have to prioritise such requests over non-urgent change requests to the core product.

Customer Escalation Procedure

During the process of resolving a customer support request, the severity of the request may be increased and/or a higher level of authority might be notified. Case severity may be escalated internally when it is determined that the support request involves a system critical issue, an extremely complex problem, or an unreasonable amount of time has passed with no resolution.

In the event that a customer is not satisfied with the level of support, the first point of contact should be their dedicated Account Manager.

Issues may be escalated further on a case-by-case basis.

Senior members of staff are kept informed of all escalated issues.