

ITEXACT Limited (Supplier)
Software as a Service (SaaS)
End User Terms and Conditions

Last updated 10/10/2019

1 Terms and conditions

1.1 Acceptance of terms and conditions:

- (a) The Customer accepts the terms and conditions in effect at the time of supply of the SaaS.
- (b) The Supplier may update these terms and conditions at any time on one month's written notice to the Customer except that where a Fixed Term applies the updated terms and conditions will not apply for the remainder of the current Fixed Term but will apply for the renewal of that Fixed Term (if any) and any ongoing use beyond the end of the current Fixed Term (as applicable).
- (c) Without limiting clause 1.1(b), the Customer's continued use of the SaaS confirms the Customer's acceptance to be bound by the latest terms and conditions.
- (d) Any additional or different terms that the Customer may stipulate or state in any communication with the Supplier will not be binding on the Supplier or included in the Agreement unless expressly agreed in writing by the Supplier.

1.2 The 'Agreement' comprises the Customer Information, Selected Options, Relevant Pricing, these terms and conditions (as updated from time to time under clause 1.1(b) above) and the Support Schedule.

1.3 These terms and conditions apply to customers that purchase SaaS (or on whose behalf SaaS is purchased) and if there is a trial period available, these terms and conditions also apply to that trial period.

1.4 The SaaS is available from the Supplier directly and from Authorized Partners and is available at various Purchase Locations. Regardless of where the purchase is made, these terms and conditions apply as between the Supplier and the Customer.

1.5 All capitalized terms used in these terms and conditions have the meanings given to them in the definition section in clause 19.

1.6 Where someone other than the Customer purchases SaaS on behalf of the Customer that person is deemed to have authority to accept these terms and conditions for the Customer.

2 Trial

2.1 If a Trial is available to the Customer and the Customer elects to use the SaaS for a Trial, the Customer acknowledges that use of SaaS for the Trial is subject to these terms and conditions.

2.2 Trial period

- (a) The Trial will commence when the Trial SaaS is made available to the Customer. In order for the Trial SaaS to be available to the Customer, the Customer will need to follow the steps outlined to the Customer by the Supplier, the Authorized Partner or at the Purchase Location, and accept these terms and conditions. The Customer acknowledges that the Trial is for the version of SaaS made available under the free trial offer, as hosted by the Supplier. The free trial will end on expiration of the Trial Period, unless terminated earlier under these terms and conditions.

2.3 Provisioning for Trial

- (a) The Supplier will provide the Trial SaaS to the Customer in accordance with these terms and conditions. The Supplier will:
 - i. provide the Customer with access to the Trial SaaS;
 - ii. provide assistance with use of the SaaS as reasonably requested by the Customer (or the Supplier will procure the Authorized Partner to provide assistance). The assistance will be available from the Customer during the hours notified by the Supplier, or the hours notified by the Authorized Partner or at the Purchase Location (as applicable). If no hours are notified, the Supplier or relevant Authorized Partner will use reasonable endeavours to provide assistance during their working day.

2.4 Common terms apply: Except for clauses 3, 5 and 6, all clauses of these terms and conditions apply to Trials (in addition to this clause 2).

3 SaaS

3.1 Provision of SaaS: The Supplier will provide the SaaS to the Customer in accordance with the Agreement. The SaaS is provided to the Customer on a non-exclusive basis and the Customer's right to use the SaaS is not transferable. The Supplier will provide log on access to the Customer to enable the Customer to access and use the SaaS.

3.2 SaaS Hosting and Availability: The Supplier provides the SaaS bundled with the Hosting. The Supplier's commitment to SaaS availability is the Monthly Uptime Commitment, which applies subject to the Exception Factors. Where emergency maintenance is necessary or where unplanned outages occur, this will be notified to the Customer as soon as possible after coming to the Supplier's attention. Where the Supplier does not meet the Monthly Uptime Commitment, and the failure to meet the Monthly Uptime Commitment is not due to any of the Exception Factors:

- (a) a Service Credit may apply; and
- (b) the Customer may submit a Claim to the Supplier.

If the Supplier, following its assessment of the Claim, determines that the Monthly Uptime Commitment was not met in the relevant period (and that this was not due to any Exception

Factors), a Service Credit will apply (Service Credits are not available for every SaaS, refer definition of 'Service Credit' in clause 19).

SaaS Availability: The availability of the SaaS is dependent on factors outside of the Supplier's control and as such the Supplier cannot and does not warrant that the SaaS will be continuously available or available without interruption.

3.3 Exception Factors: The Exception Factors are:

- (a) Planned Maintenance;
- (b) lack of availability or outages of telecommunications networks (Supplier to provide evidence);
- (c) a network or device failure external to the Supplier's or its third party provider's data centers, including at Customer's site or between the Customer's site and the Supplier's or third party's data centers;
- (d) issues resulting from the Customer's use of infrastructure (including IaaS), software or services (other than the SaaS) including issues related to dependencies on the Customer's Integrated Services and Products;
- (e) any third party act, omission or circumstance which results in unavailability of the SaaS, whether malicious or not (other than where the third party is a subcontractor engaged by the Supplier); and
- (f) a Force Majeure Event.

3.4 Security Breach

- (a) Without limiting any other legal obligations that the Supplier may have in the event of a security breach, the Supplier represents that it has used and will continue to use reasonable endeavours in designing and/or utilizing the SaaS Systems and in operating and managing the SaaS so as to minimize the risk of a Security Breach.
- (b) In the event of any Security Breach:
 - i. the Supplier will, subject to all applicable laws, notify the Customer as soon as practicable after the Supplier becomes aware of the Security Breach;
 - ii. the Customer will notify the Supplier as soon as practicable, but no later than 24 hours after the Customer becomes aware of the Security Breach;
- (c) subject to all applicable laws, immediately following notification of a Security Breach under clause 3.4(a) or (b) above, the parties will coordinate with each other to investigate the Security Breach. The Supplier will cooperate with the Customer in the Customer's handling of the matter, including, without limitation by assisting with any investigation, providing the Customer with physical access to the facilities and operations affected to the extent reasonably practical, facilitating interviews with the Supplier's employees and others involved in the matter and making available all relevant records, logs, files, data reporting and other materials

required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Customer.

3.5 Data

- (a) The Customer warrants that the Customer has the right and authority to deal with the Data in the manner contemplated by the Agreement.
- (b) The Customer is responsible for:
 - i. all Data entry requirements; and
 - ii. except as expressly provided otherwise in the Agreement, for all aspects of the Customer's access and use of the SaaS; and
 - iii. managing the Permitted Users in respect of their use of the SaaS and managing any changes to the Permitted Users;
 - iv. ensuring that Permitted Users keep all login details for the SaaS confidential and do not share their login details; and
 - v. ensuring that, in using the SaaS, the Customer and all Permitted Users comply with all applicable laws. To the extent permitted by law, the Supplier accepts no responsibility for ensuring that use of the SaaS will result in the Customer complying with applicable laws or enable the Customer to comply with applicable laws (including for example and without limitation, laws requiring records to be stored in a particular jurisdiction).
- (c) Nothing in the Agreement transfers ownership of the Data to the Supplier or to any Authorized Partner.
- (d) All Data is available to the Customer:
 - i. for the term of the Agreement, via the SaaS;
 - ii. on request to the Supplier at any time during the term of the Agreement and for a period of 1 Month following expiration or termination of the Agreement.

3.6 Support: The Supplier or Authorized Partner will provide assistance in resolving issues in respect of the Customer's access or use of the SaaS, in accordance with the Support Schedule.

3.7 Common terms apply: Except for clause 2, all clauses of these terms and conditions apply to the SaaS (in addition to this clause 3).

4 SaaS Dependencies

4.1 The Customer acknowledges that the SaaS is or may be dependent on proper implementation and availability and correct functioning of the Customer's Integrated Services and Products.

4.2 Neither the Supplier nor any Authorized Partner has any responsibility or liability to the Customer, and in any event no obligation to refund or reduce amounts paid by the Customer, for incorrect or unexpected functioning, or failure, of the SaaS where that incorrect or unexpected functioning, or failure, is directly or indirectly due to incorrect or inappropriate

implementation or incorrect functioning, or lack of availability of the Customer's Integrated Services and Products.

5 Charges and payment

5.1 The Customer will pay the Relevant Pricing for the SaaS to the Supplier, the Authorized Partner or via the Purchase Location (as applicable) in accordance with the timing agreed in writing between the Customer and the Supplier, between the Customer and the Authorized Partner or as accepted by the Customer at the Purchase Location.

5.2 All applicable value added taxes will be charged and payable in addition to the Relevant Pricing.

5.3 Subject to clause 5.4, the Customer will pay all invoices in full, without setoff, counterclaim or deduction of any kind, on or before the due date.

5.4 If the Customer wishes to dispute an invoice, it must notify the Supplier in writing within 14 days of the date of the invoice and provide details of the dispute. The Customer may withhold payment of the disputed part of an invoice only and must pay that part (or any amount subsequently agreed or determined to be the correct amount owing) promptly on resolution of the dispute.

5.5 Without the Supplier waiving any other right or remedy it may have, if any amount due is not paid by the Customer by the due date, the Supplier may:

- (a) charge the Customer interest calculated at 1.5% on the balance of the amount due by the Customer from the due date until payment is received in full by the Supplier; and/or
- (b) charge the Customer all collection costs reasonably incurred by the Supplier in collection of the amount outstanding (including solicitor and/or collection agency fees); and/or
- (c) suspend supply of the SaaS until the outstanding amount is paid in full. The Supplier will give 10 Working Days' notice in writing of its intention to suspend delivery under this clause.

5.6 The Relevant Pricing may be changed by the Supplier on the Supplier giving at least six weeks' written notice (by email) to the Customer of the new charges that will apply except that where a Fixed Term applies, the new pricing will not apply until expiration of the current Fixed Term.

6 Term

6.1 The Agreement commences (and provision of the SaaS and Support Services commences) when the Customer purchases the SaaS and the Agreement will continue:

- (a) where there is no Fixed Term, until terminated under clause 6.2 or clause 11;
- (b) where there is a Fixed Term, for the Fixed Term unless terminated under clause 6.3 or clause 11.

6.2 In addition to the parties' rights of early termination under the Agreement or otherwise at law, where there is no Fixed Term the Agreement may be terminated by the Customer at any time:

- (a) on written notice to the Supplier, or where the purchase was made from an Authorized Partner on written notice to that Authorized Partner; or
- (b) through the termination processes at the Purchase Location,

with the termination taking effect at the end of the month in which the Supplier or Authorized Partner (as applicable) confirms receipt of the Customer's termination request.

6.3 In addition to the parties' rights of early termination under the Agreement or otherwise at law, where a Fixed Term applies (including where the Customer selects a Fixed Term at the Purchase Location as a Selected Option (where available)), the Agreement will continue until expiration of the Fixed Term. On expiration of the Fixed Term the Agreement will, subject to clause 5.4, automatically continue for further periods each of the duration of the Fixed Term (or such shorter period as may apply following the initial Fixed Term) on the same terms and conditions (unless updated as provided for under clause 1.1(b)) unless at least one month prior to the expiration of the current Fixed Term one party notifies the other party in writing that the Agreement is to terminate on expiry of the current Fixed Term.

7 GDPR and Data Protection

7.1 Where the GDPR applies, the GDPR & Data Protection Schedule attached to these terms and conditions applies. Where the GDPR does not apply, the GDPR & Data Protection Schedule may not be attached or if it is attached in any event does not apply.

8 Intellectual Property

8.1 All Intellectual Property in:

- (a) the SaaS; and
- (b) the software, processes, methodology and know-how used by the Supplier in its performance of the Agreement;

is the property of the Supplier (or its licensors) and nothing in the Agreement operates to change that ownership.

8.2 The Customer must not, nor may the Customer permit any other person to do any of the following, or attempt to do so:

- (a) copy, alter, modify, reverse assemble, reverse compile, reverse engineer or enhance the SaaS Systems; or
- (b) permit or enable users other than Permitted Users to access or use the SaaS; or
- (c) provide the SaaS to any users through operation of a bureau or like service; or

- (d) resell, rent, lease, transfer, sublicense or otherwise transfer rights to use the SaaS;
or
- (e) use the SaaS in any way that could damage or interfere with the SaaS Systems in any way;
- (f) use the SaaS otherwise than in the manner in which the SaaS is designed to be used;
- (g) use the SaaS in any way that could interrupt, damage or otherwise interfere with use of the SaaS by any other customers;
- (h) do any act which would or might invalidate or be inconsistent with the Supplier's Intellectual Property rights.

8.3 The Customer must notify the Supplier of any actual, threatened or suspected infringement of any Intellectual Property right and of any claim by any third party that any use of the SaaS infringes any rights of any other person, as soon as that infringement or claim comes to the Customer's notice. The Customer must (at the Supplier's expense) do all such things as may reasonably be required by the Supplier to assist the Supplier in pursuing or defending any proceedings in relation to any such infringement or claim.

8.4 The Customer indemnifies the Supplier against any loss, costs, expenses, demands or liability whether direct, indirect or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of a claim by a third party alleging infringement of that third party's Intellectual Property rights if such claim arises from infringement, suspected infringement or alleged infringement due to:

- (a) use of the SaaS in a manner or for a purpose or in combination with any other SaaS or product not reasonably contemplated or authorized by the Supplier; or
- (b) a breach by the Customer of clause 8.2.

9 **Confidential Information**

9.1 The parties recognise and acknowledge the confidential nature of the Confidential Information.

9.2 Neither party may use or disclose any Confidential Information other than:

- (a) to its employees, directors or contractors to the extent necessary in the performance of the Agreement; or
- (b) with the express prior written consent of the other party; or
- (c) to its professional advisers.

10 **Warranties**

10.1 Each party warrants to the other that it has authority to enter into and perform and the ability to perform its obligations under the Agreement.

10.2 With the exception of the warranties given under clauses 10.1, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

10.3 Any warranties made to the Customer under the Agreement extend solely to the Customer.

11 Termination

11.1 The Supplier or the Customer may terminate the Agreement immediately on written notice to the other party if the other party:

(a) breaches any of its obligations under the Agreement and fails to remedy the breach within 20 days of receiving notice requiring the breach to be remedied; or

(b) ceases business or becomes insolvent or goes into liquidation or has a receiver or statutory manager appointed over its assets or ceases to carry on business or makes any arrangement with its creditors.

11.2 On termination of the Agreement:

(a) all amounts due to the Supplier or relevant Authorized Partner will become immediately due and payable;

(b) the Supplier will cease to provide the SaaS to the Customer, and the Customer will cease to have any entitlement to use the SaaS;

(c) the provisions of the Agreement that are by their nature intended to survive termination will remain in full force.

12 Liability

12.1 This limitation does not apply to claims by the Customer for bodily injury or damage to real property or tangible personal property where the Supplier is legally liable for that injury or damage.

12.2 The Supplier's liability under this Agreement is limited to direct loss only, to the amount paid by the Customer in the 12 month period preceding the event giving rise to the claim.

12.3 In no event is the Supplier liable for any indirect loss or for any loss of profits, lost savings, lost revenue, loss of data, business interruption, incidental or special damages, or for any consequential loss.

13 Dispute resolution

13.1 In the event of any dispute arising between the parties in relation to the Agreement, no party may commence any proceedings relating to the dispute (except where the party seeks urgent interlocutory relief) unless that party has complied with the procedures in this clause 13.

13.2 The party initiating the dispute (“the first party”) must provide written notice of the dispute to the other party (“the other party”) and nominate in that notice the first party’s representative for the negotiations. The other party must within fourteen days of receipt of the notice, give written notice to the first party naming its representative for the negotiations (“Other Party’s Notice”). Each nominated representative will have authority to settle or resolve the dispute. The parties will co-operate with each other and endeavour to resolve the dispute through discussion and negotiation.

13.3 If the dispute is not resolved within one month following the date of the Other Party’s Notice (or such longer period agreed by the parties in writing), either party may utilize any other legal remedies available to it in seeking to resolve the dispute.

14 Consumer guarantees

14.1 The Customer acknowledges that where it is acquiring the SaaS for the purposes of a business, to the extent permitted by the relevant legislation, any statutory consumer guarantees or legislation that are intended to apply to non-business consumers only will not apply.

15 Force majeure

15.1 The Supplier may suspend its obligations to perform under the Agreement if it is unable to perform as a direct result of a Force Majeure Event. Any such suspension of performance must be limited to the period during which the Force Majeure Event continues.

15.2 Where the Supplier’s obligations have been suspended under clause 15.1 for a period of 90 days or more, the Customer may immediately terminate the Agreement by giving notice in writing to the Supplier.

16 General

16.1 Entire agreement: The Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement.

16.2 Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.

16.3 Partial invalidity: If any provision of the Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

16.4 Independent contractor: The Supplier is an independent contractor to the Customer and is in all respects independent of the Customer. Nothing in the Agreement constitutes either party a partner, agent, employee or joint venture of the other.

16.5 Suspension: The Supplier may suspend performance of its obligations under the Agreement for so long as it is unable to perform for reasons outside of its control.

16.6 Assignment: The Customer is not permitted to assign its rights under the Agreement.

17 Notices

17.1 Notices from the Supplier to the Customer under the Agreement will be sent to the Customer at the Customer's contact details specified in the Customer Information. The Customer may notify the Supplier of a change to the contact details specified in the Customer Information, on seven days' notice in writing to the Supplier. Notices from the Customer to the Supplier under the Agreement must be sent to the Supplier at the Supplier's relevant office, details included on the Supplier's website.

17.2 Notices sent by email will be deemed received on sending, provided that the sender does not receive an automatic delivery failure notification. Notices sent by post will be deemed received:

(a) on the third day following posting if sent and received locally (not internationally); and

(b) on the tenth day following posting if posted internationally.

18 Governing law and jurisdiction:

18.1 The Agreement is governed by the laws of England and Wales. The parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

19 Definitions: In these terms and conditions:

"Agreement" has the meaning given to that term in clause 1.2 above;

"Authorized Partner" means a third party that has been authorized by the Supplier to sell the SaaS;

"Claim" means a claim, submitted by the Customer to the Supplier in writing, that the Monthly Uptime Commitment has not been met (claims are subject to the Supplier determining whether or not an Exception Factor applied);

"Confidential Information" means any proprietary information, know-how and data disclosed or made available by one party to the other party but does not include any information which:

(a) is in the public domain without any breach of the Agreement;

(b) on receipt by the other party is already known by that party;

(c) is at any time after the date of receipt by the other party, received in good faith by that party from a third party;

(d) required by law to be disclosed by the other party;

“Customer” means the customer named in the Customer Information;

“Customer Information” means the customer name, email address and any other contact information submitted by or on behalf of a customer:

- (a) to the Supplier or Authorized Partner in the course of agreeing to purchase (or agreeing to a Trial) of the SaaS;
- (b) at a Purchase Location in the course of agreeing to purchase (or agreeing to a Trial) the SaaS;

“Customer’s Integrated Services and Products” means services or products (including third party services or products) which are integrated (in any way) by or for the Customer with the SaaS, regardless of who undertakes that integration work or how it is undertaken;

“Data” means the Customer's data that is entered by the Customer and processed in the course of provision of the SaaS and includes where the context permits, the ‘Personal Data’ (as defined in the attached GDPR and Data Protection Schedule);

“Exception Factors” means factors the existence of which mean the Supplier cannot ensure availability of the SaaS, as described in clause 3.3;

“Fixed Term” (if any) means:

- (a) the fixed term for supply of the SaaS, agreed in writing between the Supplier or relevant Authorized Partner and the Customer; or
- (b) the fixed term selected by the Customer in the Selected Options;

“Force Majeure Event” means any war, riot, third party strike, natural disaster or other circumstance of a similar nature that is outside of the control of the affected party;

“GDPR” means EU General Data Protection Regulation 2016/679;

“Hosting” means the Standard Hosting or if applicable, the Selected Hosting and is subject to the Monthly Uptime Commitment;

“Intellectual Property” includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;

“Monthly Uptime Commitment” (where applicable) means the monthly uptime commitment made by the Supplier for the SaaS, relevant to the Hosting, as notified in writing by the Supplier or Authorized Partner or by written notification at the Purchase Location, prior to purchase;

“Permitted Users” means:

- (c) employees, directors or contractors of the Customer; and

(d) where the Selected Options include options for selecting the number of permitted users, not more than the number of employees, directors or contractors selected;

“Planned Maintenance” means maintenance on all or any part of the SaaS Systems and if applicable to the Agreement will be undertaken at times notified to the Customer in writing;

“Purchase Location” means any internet site from which the SaaS is available for purchase;

“Relevant Pricing” means the pricing for the SaaS that is notified in writing to the Customer by the Supplier or by the relevant Authorized Partner prior to the purchase by the Customer or made available at the Purchase Location, and:

(a) includes Standard Hosting or Selected Hosting as applicable;

(b) where Selected Options apply, means or includes (as applicable) the pricing for the Selected Options;

“SaaS” means the software-as-a-service supplied by the Supplier and selected by the Customer by agreement with the Supplier or an Authorized Partner or at the Purchase Location, as modified from time to time by the Supplier;

“SaaS Systems” means, as the context permits, the software used by the Supplier to provide the SaaS and/or the equipment on which that software is installed (whether this is the Supplier’s software or equipment or is third party software or equipment);

“Security Breach” means access or disclosure of the Data to or by anyone other than the Permitted Users where the access or disclosure occurs through bypassing the security mechanisms of the SaaS Systems;

“Selected Hosting” if there are hosting options other than Standard Hosting, means the hosting selected by the Customer from the options offered by the Supplier to the Customer;

“Selected Options” means, if there are options to choose from for provision of the SaaS, the options for provision of the SaaS selected by the Customer by agreement with the Supplier, an Authorized Partner or at the Purchase Location (the options may include for example, the Selected Hosting (if applicable), Support Services options, the maximum number of users or the term for which the SaaS is to be provided);

“Service Credit” means the Supplier’s service credits (if any), details of which are available on request from the Supplier or relevant Authorized Partner (as applicable) or specified at the Purchase Location;

“Support Schedule” means the support schedule which is either attached to these End User Terms or separately provided by the Supplier or Authorized Partner or made available at the Purchase Location, prior to purchase;

“Support Services” means the support services provided under the Support Schedule;

“Standard Hosting” means the Supplier’s standard hosting offering for the SaaS as notified by the Supplier to the Customer (or if not notified, details are available on request from the Supplier);

“Trial” (where available) means use of the SaaS, free of charge;

“Trial Period” (where applicable) means the trial period notified to the Customer in writing by the Supplier, Authorized Partner or at the Purchase Location, prior to commencement of the Trial;

“Trial SaaS” (if any) means the version of the SaaS made available by the Supplier at its discretion for a Trial.

19.2 Interpretation: In these terms and conditions:

- (a) reference to the plural includes reference to the singular, and vice versa;
- (b) headings inserted for convenience of reference only and do not affect the interpretation of the Agreement.

SUPPORT SERVICES SCHEDULE

This Support Schedule forms part of the Agreement that includes the SaaS End User Terms.

Defined terms in the SaaS End User Terms have the same meanings when used in this Support Schedule. Additional defined terms used in this Support Schedule have the meanings given to them in clause 6 of this schedule.

1 **Scope**

1.1 The Supplier will provide Support Services to the Customer and will respond to Requests for Assistance in respect of the SaaS and/or Hosting, in accordance with the terms and conditions of this Support Schedule.

2 **Term**

2.1 The term of this Support Schedule is the same as the term of the Agreement.

3 **Support Services**

3.1 The Supplier will provide Support Services to the Customer and will respond to Requests for Assistance in respect of the SaaS and the Hosting during the Support Hours on receipt of a Service Request from the Customer.

3.2 The Customer will make Service Requests using the procedure specified in:

- (a) part 2 of appendix 1, for customers on Basic Support;
- (b) part 2 of appendix 2 for customers on Premium Support.

3.3 The Support Services do not include services in respect of any issues arising with access or use of the SaaS that in the Supplier's reasonable opinion are due to:

- (a) an Exception Factor; or
- (b) the Customer's or any third party's services or products including where the SaaS is dependent on or integrated in any way with those services or products (including the Customer's Integrated Products and Services).

The Supplier may, at its sole discretion, agree to provide assistance with resolving issues of the type described in this clause 3.3 and if and when it does so, the Supplier accepts no responsibility for resolving the issue. The Supplier may charge the Customer at its standard rates for undertaking any work of the type described in this clause 3.3 regardless of whether or not the issue is resolved by that work.

3.4 The Supplier will be available to provide Support Services and to respond to Requests for Assistance:

- (a) during the applicable hours specified in:
 - i. part 1 of appendix 1, for customers on Basic Support;

- ii. part 1 of appendix 2, for customers on Premium Support.
- (b) if part 1 of appendix 1 or 2 (as applicable) does not specify the support hours, the support hours will be as notified by the Supplier or Authorized Partner (as applicable) or notified at the Purchase Location, prior to purchase of the SaaS.

If no hours are specified or notified as described above in this clause, the Supplier will use reasonable endeavours to provide the Support Services and to respond to Requests for Assistance during the Supplier's usual working day.

4 Charges and payment

- 4.1 The Support Services are included in the amounts payable under the SaaS End User Terms. The Supplier may charge the Customer, at its standard rates, for any Additional Services. The current standard rates are available on request from the Supplier.
- 4.2 All invoices issued by the Supplier for Additional Services are due for payment by the Customer 14 days following the date of the invoice.
- 4.3 Subject to clause 4.4, the Customer will pay all invoices for Additional Services in full, without setoff, counterclaim or deduction of any kind, on or before the due date.
- 4.4 If the Customer wishes to dispute an invoice for Additional Services, it must notify the Supplier in writing within 14 days of the date of the invoice and provide details of the dispute. The Customer may withhold payment of the disputed part of an invoice only and must pay that part (or any amount subsequently agreed or determined to be the correct amount owing) promptly on resolution of the dispute.
- 4.5 Without the Supplier waiving any other right or remedy it may have, if any amount due is not paid by the Customer by the due date, the Supplier may:
 - (a) charge the Customer interest calculated at 1.5% on the balance of the amount due by the Customer from the due date until payment is received in full by the Supplier; and/or
 - (b) charge the Customer all collection costs reasonably incurred by the Supplier in collection of the amount outstanding (including solicitor and/or collection agency fees); and/or
 - (c) suspend delivery of further Support Services until the outstanding amount is paid in full. The Supplier will give 10 days' notice in writing of its intention to suspend delivery under this clause.

5 Taxes

- 5.1 In addition to the amounts due under clause 4, the Customer will pay the Supplier amounts equal to any applicable government taxes or duties however designated, based on the Agreement (or the Support Services or Additional Services provided under it), paid or payable by the Supplier in respect of the foregoing, exclusive however of taxes based on the Supplier's income.

6 Definitions

6.1 Unless the context otherwise requires, in this Support Schedule the following expressions have the following meanings:

“Additional Services” means any services in respect of the following:

- (a) services provided in response to any Request for Assistance;
- (b) services that the Supplier agrees to provide in respect of Excluded Services;

“Basic Support” means the support described in appendix 1;

“Excluded Services” means the services described in clause 3.3;

“Incident” means the SaaS is not performing in accordance with reasonable use of the SaaS or the Customer is experiencing difficulties in accessing the SaaS which arise due to Hosting issues;

“Incident Request” means a request for Support Services to resolve an Incident;

“Premium Support” means the support described in appendix 2;

“Priority Levels” means the priority levels in part 8 of appendix 2;

“Request for Assistance” means a request for assistance made by the Customer that is not in connection with an Incident and is not Excluded Services;

“Service Desk” means the Supplier’s point of contact for receiving Service Requests;

“Service Request” means an Incident Request or Request for Assistance;

“Support Hours” means the hours during which the Supplier will be available to provide Support Services to the Customer, as described in clause 3.4;

“Support Services” means the support services to be provided by the Supplier to the Customer as described in this Support Schedule and includes the Basic Support or Premium Support, and excludes Requests for Assistance and Excluded Services.

APPENDIX 1

SUPPORT SERVICES – BASIC SUPPORT

Part 1. Support Hours

Basic Support: Support Hours

Not Specified

Part 2. Service Request Procedure

Basic Support - Customer to make Service Request by:

| | |
|---------------|---------------------------|
| Email: | support@itexactglobal.com |
|---------------|---------------------------|

Part 3. Service Desk

| | |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service overview | The service desk provides a point of contact for receiving and managing all Service Requests. This is a second level service desk service. |
| Scope of service | The Supplier will provide the Service Desk, providing the following in respect of Service Requests: (c) recording the Incident Request or Request for Assistance; (d) initial support; (e) tracking; and (f) keeping the Customer updated on the progress. |
| Requests for Assistance | Given that Requests for Assistance are separately chargeable, the Supplier will notify the Customer in writing when the Customer issues a Service Request that is a Request for Assistance. The Supplier will provide services to the Customer in response to Requests for Assistance only after providing the written notification above and following receipt of the Customer's confirmation or request to proceed (given in writing or confirmed by the Supplier in writing). |

| | |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customer's Responsibilities | The Customer will communicate all Service Requests clearly and completely in an appropriate and effective manner and provide any additional information reasonably required by the Supplier. |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Part 4. Response to Service Requests

Basic Support – the Supplier will use reasonable endeavours to resolve Incidents and address Requests for Service reported by the Customer.

GDPR & DATA PROTECTION SCHEDULE

Under the Agreement, the Customer engages or may engage the Supplier to Process Personal Data on behalf of the Customer. To the extent of that Processing of Personal Data and for the purposes of the Agreement, the Customer is a 'Controller' and the Supplier is a 'Processor' for the purposes of the GDPR. As such, Article 28 of the GDPR requires that the details in this schedule are included in the contract between the Customer and the Supplier.

The parties must set out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of data subjects – see appendix 1 to this schedule. If the Supplier determines the purposes and means of Processing, the Supplier is considered a 'Controller' in respect of that Processing in which case the Supplier needs to consider and address the different and additional provisions of the GDPR that apply.

The terms used in this schedule have the meanings given to them in clause 13 of this schedule. Capitalized terms used in this schedule that are not defined in clause 13 of this schedule have the meaning given to them in the GDPR or in the Agreement.

Headings used in this schedule are for ease of reference only and are not intended to influence the interpretation of a clause.

1 Processing of Personal Data

1.1 The Supplier will:

- (a) Instructions from Customer: in providing Services under this Agreement, Process Personal Data only on the Customer's documented instructions (as provided in clause 2 and in appendix 1 to this schedule or otherwise in writing) unless required to do so by Member or Union State law which applies to the Supplier in which case the Supplier will inform the Customer of that legal requirement before Processing unless the Supplier is prohibited from informing the Customer by that law;
- (b) Confidentiality: ensure that the Supplier's personnel who are authorised to Process the Personal Data have obligations of confidentiality to the Supplier (including as required in clause 3 below) in respect of the Personal Data or are under an appropriate statutory obligation of confidentiality;
- (c) Security: comply with the security obligations in clause 4 below;
- (d) Subprocessors: comply with the provisions relating to Subprocessors in clause 5 below;
- (e) Data subjects' rights: provide assistance to the Customer with responding to data subjects' rights in accordance with clause 6 below;
- (f) Assist Customer: comply with its obligations to assist the Customer in relation to security of Personal Data and data protection impact assessments and prior consultation in accordance with clause 7 below;

- (g) Deleting and returning data: after the provision of Services related to Processing of Personal Data has ended, at the choice of the Customer either delete or return to the Customer all of that Personal Data and delete existing copies unless Member or Union State law requires storage of Personal Data in accordance with clause 8 below; and
- (h) Compliance and audits: make available to the Customer all information necessary to demonstrate compliance with Article 28 of the GDPR and allow for and contribute to audits including inspections conducted by the Customer or another auditor mandated from time to time, in accordance with clause 9 below. The Supplier will immediately inform the Customer if, in its opinion, an instruction received from the Customer under this clause 1.1(h), infringes the GDPR or other Member or Union State data protection provisions.

2 Instructions from Customer

2.1 The Customer instructs the Supplier (and authorises the Supplier to instruct each Subprocessor) to:

- (a) Process Personal Data; and
- (b) in particular, transfer Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with and in compliance with the Agreement.

2.2 The Customer warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in clause 2.1 on behalf of the Customer.

3 Confidentiality

3.1 The Supplier will take reasonable steps to ensure the reliability of its employees, agents or contractors who may have access to Personal Data, ensuring in each case that access is limited to those individuals who need to know or need to access the relevant Personal Data, as necessary for the purposes of the Agreement, and to comply with applicable laws in the context of that individual's duties to the Supplier, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4 Security

4.1 Subject to clause 4.2 below, the Supplier will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including amongst other things as appropriate:

- (a) the pseudonymisation and encryption of Personal Data;

- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
- 4.2 In assessing the appropriate level of security for clause 4.1 above, the Supplier will take account in particular of the risks of a Personal Data Breach that are presented by the Processing to be undertaken under the Agreement.
- 4.3 The Supplier will in relation to Personal Data:
- (a) implement and maintain appropriate information security to protect Personal Data against:
 - i. a Personal Data Breach;
 - ii. all other unauthorized or unlawful forms of Processing; and
 - iii. any breach of the Supplier's information security obligations in this schedule. The Supplier will (and will ensure that its Sub-processors) provide full cooperation and assistance to the Customer in ensuring that the individuals' rights under the GDPR or applicable Member State laws are timely and appropriately addressed for the fulfilment of the Customer's obligation to respond without undue delay to requests by such individuals as required by Data Privacy Laws, including the rights of subject access, rectification, erasure, and portability, and the right to restrict or object to certain Processing;
 - (b) take reasonable steps to inform its staff, and any other person acting under its supervision, of the responsibilities of any Data Privacy Laws due to the incidental access to Personal Data, and ensure the reliability of its staff and any other person acting under its supervision who may come into contact with, or otherwise have access to and Process, such Personal Data.

5 Subprocessors

- 5.1 The Customer authorises the Supplier to appoint Subprocessors (and permits each Subprocessor appointed in accordance with this clause 5 to appoint Subprocessors) in accordance with this clause 5 and any restrictions in the Agreement.
- 5.2 The Supplier will give the Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within two weeks of receipt of that notice, the Customer notifies the Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, the Supplier will not appoint (nor disclose any Personal Data to) the proposed Subprocessor unless and until it obtains the prior written consent of the Customer.
- 5.3 With respect to each Subprocessor, the Supplier will:

- (a) enter into an agreement with the Subprocessor which includes the same data protection obligations as set out in this schedule (and Appendix 1) and in particular includes sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. If the Subprocessor fails to fulfil its data protection obligations, the Supplier will remain fully liable to the Customer for the performance of that Subprocessor's obligations;
- (b) if the Processing by the Subprocessor will involve a Restricted Transfer, ensure that the Standard Contractual Clauses (in Appendix 2 to this schedule) are at all relevant times incorporated into the agreement between the Supplier and the Subprocessor; and
- (c) provide to the Customer for review, copies of the Supplier's agreements with Subprocessors (confidential commercial information that is not relevant to the requirements of this schedule may be blacked out) as the Customer may request from time to time.

5.4 Appendix 1 to this schedule sets out certain information regarding the Supplier's Processing of Personal Data, as required by article 28(3) of the GDPR. The Customer may make reasonable amendments to Appendix 1 by written notice to the Supplier from time to time as the Customer reasonably considers necessary to meet those requirements.

6 Data Subjects' Rights

6.1 Taking into account the nature of the Processing, the Supplier will, by implementing appropriate technical and organisational measures to the extent described in clause 4, assist the Customer to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 The Supplier will:

- (a) promptly notify the Customer if the Supplier or any Subprocessor receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and
- (b) ensure that the Supplier or relevant Subprocessor does not respond to that request except on the documented instructions of the Customer or as required by Applicable Laws to which they are subject, in which case the Supplier will to the extent permitted by Applicable Laws inform the Customer of that legal requirement before the Supplier or relevant Subprocessor responds to the request.

7 Assist Customer

7.1 Assist Customer with Security of Processing:

- (a) The Supplier will assist the Customer in respect of the Customer's obligations to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, by complying with the Supplier's obligations under clause 4 of this schedule.

7.2 Assist Customer with notifications of Personal Data Breach

- (a) The Supplier will notify the Customer without undue delay if the Supplier or any Subprocessor becomes aware of a Personal Data Breach, providing the Customer with sufficient information to allow the Customer to meet any obligations to report the Personal Data Breach to the relevant Supervisory Authority under the Data Protection Laws (noting that the Customer is required, where feasible, to notify applicable Personal Data breaches to the relevant Supervisory Authority within 72 hours after having become aware of the breach).
- (b) The Supplier will co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.3 Assist Customer with communication of Personal Data breach to Data Subject

- (a) Where a Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons:
 - i. such that the Customer is required to communicate the Personal Data Breach to the Data Subject (including where, despite the conditions referenced in clause 7.3(a)(ii) below being met, the Supervisory Authority has required the Customer to communicate the Personal Data Breach to the Data Subject), the Supplier will assist the Customer in doing so by providing all relevant information as may be reasonably required by the Customer;
 - ii. but despite that high risk, the Customer is not required to communicate the Personal Data Breach to the Data Subject due to certain conditions being met (such as that the Personal Data is encrypted and so unintelligible to any person not authorised to access it), the Supplier will assist the Customer by providing all relevant information as may be reasonably required by the Customer.

7.4 Assist Customer with Data Protection Impact Assessments

- (a) The Supplier will provide reasonable assistance to the Customer with any data protection impact assessments which the Customer reasonably considers to be required of the Customer by Article 35 of the GDPR or equivalent provisions of related Data Protection Laws. The Supplier's obligations under this clause 7.4(a) are solely in relation to Processing of Personal Data by the Supplier and taking into account the nature of the Processing and information available to the Supplier.

7.5 Assist Customer with Prior Consultation with Supervisory Authority

- (a) The Supplier will provide reasonable assistance to the Customer with prior consultations with Supervising Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required of the Customer by Article 36 of the GDPR or equivalent provisions of related Data

Protection Laws. The Supplier's obligations under this clause 7.5(a) are solely in relation to Processing of Personal Data by the Supplier and taking into account the nature of the Processing and information available to the Supplier.

8 Deletion or return of Personal Data

- 8.1 Subject to clauses 8.2 and 8.3, the Supplier will, within 1 Month of the date of expiration or termination of Services involving the Processing of Personal Data (the "End of Processing Date"), delete and procure the deletion of all copies of the Personal Data.
- 8.2 Subject to clause 8.3, the Customer may in its absolute discretion by written notice to the Supplier within 1 Month of the End of Processing Date require the Supplier to:
- (a) return a complete copy of all Personal Data to the Customer by secure file transfer in such format as is reasonably notified by the Customer to the Supplier; and
 - (b) delete and procure the deletion of all other copies of Personal Data Processed by the Supplier. The Supplier will comply with any such written request within 1 Month of the End of Processing Date.
- 8.3 The Supplier may retain Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Supplier will:
- (a) ensure the confidentiality of all such Personal Data;
 - (b) ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 8.4 The Supplier will provide written certification to the Customer that it has fully complied with this clause 8 within 1 Month following the End of Processing Date.

9 Audit rights

- 9.1 Subject to clauses 9.2 to 9.4, the Supplier will make available to the Customer on request all information necessary to demonstrate compliance with this schedule, and will allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of Personal Data by the Supplier.
- 9.2 Information and audit rights of the Customer only arise under clause 9.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws (including, where applicable, article 28(3)(h) of the GDPR).
- 9.3 The Supplier may, on reasonable grounds, object to the proposed auditor in which case the Customer will propose an alternate auditor.
- (a) The Customer will give the Supplier reasonable notice of any audit or inspection to be conducted under clause 9.1 and will make (and ensure that its auditor makes) reasonable endeavours to avoid causing any damage, injury or disruption to the Supplier's premises, equipment, personnel and business while its personnel are on

those premises in the course of such an audit or inspection. The Supplier need not give access to its premises for the purposes of such an audit or inspection for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

- i. the Customer reasonably considers necessary because of genuine concerns as to the Supplier's compliance with this schedule; or
- ii. the Customer is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where the Customer has identified its concerns or the relevant requirement or request in its notice to the Supplier of the audit or inspection.

10 Restricted Transfers

10.1 Subject to clause 10.3, where the Services involve a 'Restricted Transfer', the Customer (as "data exporter") and the Supplier (as "data importer") each agrees to the Standard Contractual Clauses in respect of that Restricted Transfer (see definition but a 'Restricted Transfer' in essence means transferring Personal Data out of the European Union).

10.2 The Standard Contractual Clauses will come into effect under clause 10.1 on the later of:

- (a) the data exporter becoming a party to them;
- (b) the data importer becoming a party to them; and
- (c) commencement of the relevant Restricted Transfer.

10.3 There is no requirement for the Supplier and Customer to agree to the Standard Contractual Clauses (or to include the Standard Contractual Clauses in the Agreement) where the transfer of Personal Data is to an Approved Jurisdiction.

11 Order of precedence

11.1 Nothing in this schedule reduces the Supplier's obligations under the Agreement in relation to the protection of Personal Data or permits the Supplier to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this schedule and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.

11.2 Subject to clause 11.1, in the event of inconsistencies between the provisions of this schedule and the Agreement, the provisions of this schedule will prevail.

12 Changes in Data Protection Laws

12.1 The Customer may by at least 30 calendar days' written notice to the Supplier:

- (a) vary the Standard Contractual Clauses, as they apply to Restricted Transfers which are subject to a particular Data Protection Law, as required as a result of any change in, or decision of a competent authority under, that Data Protection Law,

to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

- (b) propose any other variations to this schedule which the Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.

12.2 If the Customer gives notice under clause 12.1(a):

- (a) the Supplier will promptly co-operate (and require affected Subprocessors to promptly co-operate) to ensure that equivalent variations are made to the agreements made under clause 5.3; and
- (b) the Customer will not unreasonably withhold or delay agreement to any consequential variations to this schedule proposed by the Supplier to protect the Supplier against additional risks associated with the variations made under this clause 12.2.

12.3 If the Customer gives notice under clause 12.1(b), the parties will promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the Customer's notice as soon as is reasonably practicable.

13 Definitions

In this schedule:

"Approved Jurisdiction" means a country (or territory or specified sector within it) or an international organisation which the Commission has decided, under Article 45(3) of the GDPR, ensures an adequate level of data protection;

"Contracted Processor" means the Supplier or a Subprocessor

"Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

"Data Subject" means an identified or identifiable natural person, or any updated definition of this term from time to time in the GDPR;

"EEA" means the European Economic Area;

"EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

"GDPR" means EU General Data Protection Regulation 2016/679;

"Information Security Obligations" means commercially reasonable and appropriate physical, technical and organisational security measures (determined with regard to risks associated with the Processing of Personal Data as part of the Services), including the measures set out in the Agreement and in particular in Appendix 2 to this schedule (where applicable).

"Personal Data" means any information related to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person, or any updated definition of 'Personal Data' from time to time in the GDPR;

"Personal Data Breach" 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, or any updated definition of 'Personal Data Breach' from time to time in the GDPR;

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and 'Process' has a corresponding meaning;

"Restricted Transfer" means transferring Personal Data outside of the European Union, being:

a transfer of Personal Data from the Customer to the Supplier or to a Subprocessor; or
an onward transfer of Personal Data from a Contracted Processor to a Contracted Processor, or
between two establishments of a Contracted Processor,

in each case, where such transfer means would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws), in the absence of the Standard Contractual Clauses;

"Services" means the services and other activities to be supplied to or carried out by or on behalf of the Supplier for the Customer under the Agreement;

"Subprocessor" means any person (including any third party, but excluding an employee of the Supplier or any of its sub-contractors) appointed by or on behalf of the Supplier to Process Personal Data on behalf of the Customer in connection with the Agreement;

"Standard Contractual Clauses" means the clauses in Appendix 2 to this schedule;

The terms "Member State", "Union State", "Supervisory Authority" have the meaning given to those terms in the GDPR, and corresponding terms have corresponding meanings.

The word "includes" means 'includes without limitation', and "including" has a corresponding meaning.

APPENDIX 1 TO GDPR SCHEDULE

DETAILS OF PROCESSING OF PERSONAL DATA

This Appendix 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Controller

ITEXACT Limited is comprised of different legal entities, the details of which can be found here <http://www.ciartech.com/index> (collectively the "Ciartech Group"). This privacy notice is issued on behalf of the Ciartech Group so when we mention "Surveil", "Surveil SLIM", "Surveil HCM", "we", "us" or "our" in this privacy policy, we are referring to the relevant company or SaaS within the Ciartech Group responsible for processing your data. We will let you know which entity will be the controller or processor (as applicable) for your data when you purchase our Services. If none is identified, the controller or processor (as applicable) is ITEXACT Limited.

Contact details:

ITEXACT Limited

Attn: Data Protection Officer

Dorset House, 297 Kingston Road,

Leatherhead,

Surrey, KT21 7PL, UK

Subject matter and duration of the Processing of Personal Data

This privacy policy aims to give you information on how the software suite "Surveil" and the company ITEXACT Limited and associated subsidiaries under the holding company, Ciartech Limited, collects and processes your personal data through your use of ITEXACT's services, including its websites and related subdomains, and professional and support services (collectively the "Services").

The Services are not intended for children and we do not knowingly collect data related to children.

It is important that you read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your personal data. Unless otherwise directed by applicable law, by using our Services, you understand that we will collect and process your information as described in this privacy policy. This privacy notice supplements the other notices and is not intended to override them.

If you or your organization has an individual agreement with us, that agreement may have privacy terms that also apply to the information you provide to us under that agreement. Please review the terms in that agreement because they may be different or more restrictive than the terms in this privacy policy.

The nature and purpose of the Processing of Personal Data

We have set out below, in a table format, a description of all the ways we will use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground, we are relying on to process your personal data where more than one ground has been set out in the table below.

| Purpose/Activity | Type of data | Lawful basis for processing including basis of legitimate interest |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| To register you as a new customer | (a) Identity (b) Contact | Performance of a contract with you |
| To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us | (a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications | (a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us) |
| To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey | (a) Identity (b) Contact (c) Profile (d) Marketing and Communications | (a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services) |
| To enable you to partake in a prize draw, competition or complete a survey | (a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications | (a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business) |
| To administer and protect our business and the Services (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data) | (a) Identity (b) Contact (c) Technical | (a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganization or group restructuring exercise) (b) Necessary to comply with a legal obligation |
| To deliver relevant content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you | (a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical | Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy) |
| To use data analytics to improve our website, products/services, marketing, customer relationships and experiences | (a) Technical (b) Usage | Necessary for our legitimate interests (to define types of customers for our products and services, to keep our Services updated and relevant, to develop our business and to inform our marketing strategy) |
| To make suggestions and recommendations to you about goods or services that may be of interest to you | (a) Identity (b) Contact (c) Technical (d) Usage (e) Profile | Necessary for our legitimate interests (to develop our products/services and grow our business) |
| To process your employment application. | (a) Identity (b) Contact | Necessary for our legitimate interests (to develop our products/services and grow our business) |
| To provide you software, including the Surveil suite of software and Saas ; and professional and support services, including implementation and configuration. | (a) Identity (b) Contact (c) Technical (d) Usage (f) Technical | Performance of a contract with you. This is part of our Software value add features for the Customer |
| To fix problems you may have with our products, including answering support questions and resolving disputes | (a) Identity (b) Contact (c) Profile (d) Usage (f) Technical | Performance of a contract with you |

The types and categories of Personal Data to be Processed

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** may include first name, last name, city you work in, country you work in, company you work for, Department you work for, your given name, your job title, your office location, username or similar identifier, title
- **Contact Data** includes billing address, state, county, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website or as may be configured within the Services.
- **Profile Data** includes your username, purchases or orders made by you, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use the Services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offenses without your specific consent and under a separate agreement.

The obligations and rights of the Customer

The obligations and rights of the Customer are set out in this Agreement and this schedule.