

ClinicOffice Support Plan (COSP) Terms & Conditions

Please read these terms and conditions carefully, as they set out our and your legal rights and obligations in relation to our support services and additional services. We recommend printing a copy of these terms and conditions for future reference. These terms and conditions are available in the English language only.

If you have any questions or complaints about our services, please contact us by writing to:

Pioneer Software Ltd, 1 Adrian Shinn Way, Horncastle, LN9 5FP, United Kingdom E: info@pioneersoftware.co.uk

AGREEMENT

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this Agreement:

“Agreement” means this agreement including any Schedules, and any amendments to this Agreement from time to time;

“Backup Platform” means the platform managed by the Provider and used by the Provider to provide the Backup Service, including the computer hardware on which the backup data is stored;

“Backup Service” means the optional service which the Customer may choose to assist with backing up the Customer Data. This includes the installation of the Backup Software on the Customer Systems, and the upload of the Customer Data to the Backup Platform;

“Backup Software” means software which will be made available by the Provider to the Customer in accordance with this Agreement, for the purpose of backing up the Customer Data;

“Business Day” means any weekday other than a bank or public holiday in England;

“Business Hours” means the hours of 08:30 to 17:30 GMT/BST on a Business Day;

“Charges” means the following:

- (a) such amounts as may be agreed in writing by the parties from time to time for the provision of the Support Services; and
- (b) amounts as may be agreed in writing by the parties from time to time for other services, such as (but not limited to) training services, data importing, customizations or additional services which fall outside the normal Support Services as defined in this Agreement;

“Confidential Information” means the Provider Confidential Information and the Customer Confidential Information;

“Control” means the legal power to control (directly or indirectly) the management of an entity (and **“Controlled”** should be construed accordingly);

“Customer” means if you are representing an entity, that entity, otherwise, means you as an individual;

“Customer Confidential Information” means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Provider that is marked as “confidential”, described as “confidential” or should have been reasonably understood by the Provider at the time of disclosure to be confidential;
- (b) the terms and conditions of the Agreement;
- (c) the Customer Data;

“Customer Data” means all data, works and materials either generated by the Software or stored in the Software by the Customer, which is stored locally on the Customer’s hardware;

“Customer Systems” means the hardware and software systems of the Customer that interact with, or may reasonably be expected to interact with, the Software or Backup Service;

“Customization” means a customization of the Software, whether made through the development, configuration or integration of software, or otherwise;

“Data Protection Laws” means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

“Documentation” means the documentation produced by the Provider and supplied or made available to the Customer specifying how the Software should be used;

“Effective Date” means the date of execution of this Agreement;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Minimum Term” means a period of 6 months from the Effective Date;

“Personal Data” has the meaning given to it in the Data Protection Act 2018;

“Provider” means Pioneer Software Limited, a company incorporated in England and Wales (registration number 3634312) having its registered office at 1 Adrian Shinn Way, Horncastle, LN9 5FP, United Kingdom;

“Provider Confidential Information” means:

- (a) any information disclosed by or on behalf of the Provider to the Customer at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and
- (b) the terms and conditions of the Agreement;

“Schedule” means a schedule attached to the Agreement;

“Services” means all the services provided or to be provided by the Provider to the Customer under the Agreement, including the Support Services;

“Software” means the ClinicOffice application and database software provided by the Provider to the Customer in accordance with these Terms and Conditions and the End User License Agreement (EULA) presented to the Customer on installation of the Software. This also includes any/all supporting software whether installed locally on the Customer’s hardware, or on the Platform as part of the Hosted Services.

“Support Services” means support and maintenance services provided or to be provided by the Provider to the Customer in accordance with Schedule 1 (Service Level Agreement);

“Software Update” means a hotfix, patch or minor version update to the Software;

“Software Upgrade” means a major version upgrade of the Software or Backup Software;

“Term” means the term of this Agreement;

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 17 or any other provision of this Agreement.

3. Support Services

3.1 The Provider shall provide the Support Services to the Customer during the Term.

3.2 The Provider shall provide the Support Services with all reasonable skill and care.

3.3 The Provider shall provide the Support Services in accordance with Schedule 1 (Service Level Agreement).

- 3.4 The Provider shall make available Software Updates which may be released from time to time. Software Updates are free of charge and will be made available via download. It is the Customer's responsibility to download and apply Updates, however if assistance is required then it can be offered as part of the Support Services as outlined in this Agreement.
- 3.5 Software Upgrades are not included in the Support Services and will need to be purchased separately if the Customer wishes to upgrade the Software.
- 3.6 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue.

4. Backup Service

- 4.1 At the Customer's request, the Provider can provide software which will be installed on the Customer Systems to backup the Customer Data. This is an optional service and this Clause 4 shall not apply if the Customer declines the Backup Service. The Customer may opt-in at any time during the Term of this Agreement by making a request in writing to the Provider, after which this Clause 4 will apply.
- 4.2 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations under this Clause 4 and the exercise of the Provider's rights under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations under this Clause 3 and the exercise of the Provider's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.
- 4.4 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 4.5 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to provide to the Customer the latest available backup copy of the Customer Data which is stored on the Backup Platform.
- 4.6 The parties acknowledge and agree that Schedule 2 (Backup Service) shall govern the frequency and scope of the Backup Service.
- 4.7 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Backup Software, either during or after the Term.

5. Customizations

- 5.1 The Provider and the Customer may agree that the Provider shall design, develop and implement Customization in accordance with a specification and project plan agreed in writing by the parties.
- 5.2 All Intellectual Property Rights in the Customization shall, as between the parties, be the exclusive property of the Provider (unless the parties agree otherwise in writing).
- 5.3 The Customer accepts that the Provider may make any Customization available to other customers or to any other third party, as long as doing so would not violate confidentiality as defined in Clause 11.

6. Customer obligations

- 6.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:
 - (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licenses, consents and permits,as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

- 6.2 The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this Agreement.
- 6.3 The Customer shall ensure that the Customer Systems comply, and continue to comply during the Term, with the minimum computer hardware specifications which are published on the Provider's website and which may be updated from time to time.

8. No assignment of Intellectual Property Rights

- 8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

9. Charges

- 9.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement.
- 9.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 9.2.
- 9.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 9.4 The Provider may vary the Charges by giving to the Customer not less than 30 days' written notice of the variation.

10. Payments

- 10.1 The customer agrees to pay any regular monthly payments by direct debit or by recurring credit/debit card transaction. This will be processed on the first of each calendar month. Payment for other ad-hoc services can be made by bank transfer, credit/debit card or by other payment methods at the Provider's discretion.
- 10.2 The Provider may issue invoices for other services offered to the Customer from time to time during the Term and The Customer agrees to pay the Charges to the Provider on receipt of the invoice unless other payment terms have been agreed by the Provider in writing.
- 10.3 The Customer agrees to pay the Charges by debit card, credit card, direct debit or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).
- 10.4 If the Customer does not pay any amount properly due to the Provider under or in connection with the Agreement, the Provider may:
- (a) charge the Customer interest on the overdue amount at the rate of 3% above the base rate of the Provider's bankers in the UK (which interest will accrue daily and be compounded quarterly); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.11.

11. Confidentiality

- 11.1 The Provider must:
- (a) keep the Customer Confidential Information strictly confidential;
 - (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved by the Customer;
 - (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
 - (d) act in good faith at all times in relation to the Customer Confidential Information.

- 11.2 Notwithstanding Clause 11.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.
- 11.3 This Clause 11 imposes no obligations upon the Provider with respect to Customer Confidential Information that:
- (a) is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the Provider; or
 - (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.
- 11.4 The restrictions in this Clause 11 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.
- 11.5 The provisions of this Clause 11 shall continue in force indefinitely following the termination of the Agreement.

12. Data Protection

- 12.1 Each party shall comply with the Data Protection Laws with respect to the processing of Personal Data.
- 12.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.
- 12.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 3 (Data Processing Information) and of the types specified in Part 2 of Schedule 3 (Data Processing Information).
- 12.4 The Provider shall only process the Customer Personal Data for the purposes specified in Part 3 of Schedule 3 (Data Processing Information).
- 12.5 The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 12.
- 12.6 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer, including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws, as set out in these Terms and Conditions or any other document agreed by the parties in writing.
- 12.7 The Customer hereby authorises the Provider to make the following transfers of Customer Personal Data:
- (a) the Provider may transfer the Customer Personal Data internally to its own employees, offices and facilities, providing that such transfers must be protected by appropriate safeguards, namely data must be encrypted in transit via a VPN or SSL-secured HTTPS transmission;
 - (b) the Provider may transfer the Customer Personal Data to its third-party processors in the jurisdictions identified in Section 4 of Schedule 4 (Data Processing Information) and may permit its third-party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein.
- 12.8 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 12.9 Notwithstanding any other provision of the Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 12.10 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- 12.11 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.
- 12.12 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to the Provider, providing that such notice must be given within the period of 7 days following the date that the Provider informed the Customer of the intended changes. The Provider shall ensure that each third-party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 12.
- 12.13 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties identified in Part 4 of Schedule 4 (Data Processing Information).
- 12.14 The Provider shall, insofar as possible and considering the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 12.15 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 12.16 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 24 hours after the Provider becomes aware of the breach.
- 12.17 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 12 and the Data Protection Laws.
- 12.18 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 12.19 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 12. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause 12.19.
- 12.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

13. Warranties

- 13.1 The Provider warrants to the Customer that:
- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and
 - (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.
- 13.2 The Provider warrants to the Customer that the Software, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.
- 13.3 The Provider warrants to the Customer that the Software, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

- 13.4 If the Provider reasonably determines, or any third party alleges, that the use of the Software by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:
- (a) modify the Software in such a way that they no longer infringe the relevant Intellectual Property Rights;
 - or
 - (b) procure for the Customer the right to use the Software in accordance with this Agreement.
- 13.5 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 13.6 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14. Acknowledgements and Warranty Limitations

- 14.1 The Customer acknowledges that complex software is never 100% free from defects, errors and bugs; and while the Provider will take every reasonable measure to remedy any such defects, subject to the other provisions of these Terms and Conditions the Provider gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.
- 14.2 The Customer acknowledges that complex software is never 100% free from security vulnerabilities; and while the Provider will take every reasonable measure to ensure the utmost security following industry standard practices, subject to the other provisions of these Terms and Conditions the Provider gives no warranty or representation that the Software will be wholly secure.
- 14.3 The Customer acknowledges that the Software is designed to be compatible only with those systems specified as compatible with the specifications published on the Provider's website; and the Provider does not warrant or represent that the Backup Software will be compatible with any other software or systems.
- 14.4 The Customer acknowledges that no Software can be 100% guaranteed to be without flaw and that it is the Customer's responsibility to implement at least one other additional backup strategy to operate concurrently with the Backup Software provided by the Provider.

15. Limitations and Exclusions of Liability

- 15.1 Nothing in this Agreement will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:
- (a) are subject to Clause 15.1; and
 - (b) govern all liabilities arising under the Agreement or any collateral contract or in relation to the subject matter of the Agreement or any collateral contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty;
- 15.3 Neither party will be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.
- 15.4 Neither party will be liable for any loss of business, contracts or commercial opportunities.
- 15.5 Neither party will be liable for any loss of or damage to goodwill or reputation.
- 15.6 Neither party will be liable in respect of any loss or corruption of any data, database or software.
- 15.7 Neither party will be liable in respect of any special, indirect or consequential loss or damage.
- 15.8 Neither party will be liable for any losses arising out of a Force Majeure Event.

- 15.9 Neither party's liability in relation to any event or series of related events will exceed the total amount paid and payable by the Customer to the Provider under the Agreement during the 12-month period immediately preceding the event or events giving rise to the claim.
- 15.10 Neither party's aggregate liability under the Agreement and any collateral contracts will exceed the total amount paid and payable by the Customer to the Provider under the Agreement.

16. Force Majeure Event

- 16.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 16.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement, will:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 16.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

- 17.1 The Provider may terminate this Agreement by giving to the Customer not less than 30 days' written notice of termination, expiring at the end of any calendar month.
- 17.2 The Customer may terminate this Agreement once the Minimum Term has expired, by giving to the Provider not less than 30 days' written notice of termination, expiring at the end of any calendar month. If the Minimum Term has not yet expired, The Customer will be liable to pay for the Support Services for the remainder of the Minimum Term.
- 17.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
 - (b) the other party commits a breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 17.4 Either party may terminate the Agreement immediately by written notice to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.
- 17.5 The Provider may terminate this Agreement immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Provider under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 17.4.

18. Effects of Termination

- 18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): (Clauses 1, 4.7, 10.3, 10.4, 11, 12, 15, 18, 19, 22, 23, 24, 25, 26, 27, 28, 29).
- 18.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
- 18.3 Within 30 days following the termination of this Agreement for any reason:
- (a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and
 - (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement, without prejudice to the parties' other legal rights.

19. Notices

- 19.1 Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be sent by recorded post or by email and to the relevant address or email address given below (or as notified by one party to the other in accordance with this Clause).

Pioneer Software Ltd, 1 Adrian Shinn Way, Horncastle, LN9 5FP, UK / Email info@pioneersoftware.co.uk

- 19.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery;
 - (b) where the notice is sent by recorded post, 48 hours after posting; and
 - (c) where the notice is sent by fax or email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

Schedule 1 – Service Level Agreement

1. Introduction

- 1.1 This Schedule 1 sets out the service levels applicable to the Support Services and Backup Service.
- 1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2. "Helpdesk" Support Services

- 2.1 During Business Hours, the Provider will make available a "Helpdesk" facility which can be contacted by telephone, email or online chat, for the purpose of:
- (a) assisting the Customer with the configuration and proper use of the Software; and
 - (b) determining the causes of problems and fixing any defects in the Software.
- 2.2 Helpdesk Support Services do not include additional services, such as (but not limited to) form/report designing, data conversion, telephone/on-site training, or bespoke development. Such additional services are available but are subject to additional charges.
- 2.3 The Customer must make all requests for Support Services by contacting the helpdesk by telephone, email or online chat session.

2.4 In the case of an emergency, the Provider will use reasonable endeavours to provide Support Services via email outside of Business Hours.

3. Response and Resolution Times

3.1 The Provider will:

- (a) use reasonable endeavours to respond to requests for Support Services made through the helpdesk; and
- (b) use reasonable endeavours to resolve issues raised by the Customer as quickly as possible.

3.2 All Support Services will be provided remotely unless expressly agreed otherwise by the Provider.

4. Limits of Support Services

4.1 The Provider shall have no obligation under the Agreement to provide Support Services in respect of any fault or error caused by:

- (a) the improper use of the Software; or
- (b) the use of the Software other than in accordance with the Documentation.

4.2 The Provider shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, except to the extent that such delays, delivery failures, or any other loss or damage is caused as a result of the fraud, negligence or wilful default of the Provider or the Provider's sub-contractor under this Agreement. The Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.3 If the total hours spent by the personnel of the Provider performing the Support Services during any calendar month exceeds 8 hours, then:

- (a) the Provider will cease to have an obligation to provide Support Services to the Customer during the remainder of that period; and
- (b) the Provider may agree to provide Support Services to the Customer during the remainder of that period, but the provision of those Support Services will be subject to additional Charges.

5. Customer Data

5.1 It is the Customer's responsibility to backup all Customer Data and to ensure that a backup regime is implemented and followed which will protect their Local Customer Data, following industry standard practices.

5.2 The Provider is in no way responsible for any loss or corruption of data stored on the Customer's hardware devices.

Schedule 2 – Backup Service

1. Backup Overview

The Backup Software is not designed to be a COMPLETE backup system, nor is any guarantee offered that is 100% fail-safe (see Clause 14 of the main Agreement). It is designed to be part of an overall backup strategy which is the responsibility of the Customer to implement.

A good backup regime should have multiple redundancies, that is, at least 2 different backup processes to backup critical data to minimize the potential of data-loss in the event of disaster recovery being required.

2. Backup Frequency

The Backup Software is designed to take ONE daily backup of the Customer's database (at a configurable time of day which can be specified by the Customer). The backup copy will be created locally on the Customer Systems, then the Backup Software will then attempt to upload a copy of the backup to the Backup Platform.

For this to work, the Customer Systems must: (a) be switched on; (b) be functioning correctly; (c) be connected to the internet with a reliable high-speed internet connection at the time of day when the backup is scheduled; and must remain so throughout the backup process.

3. Backup Scope and Exclusions

The Backup Software only takes backups of data which are created by the Software. Backup sets created by the Backup Software fall into one of two categories: FULL and BASIC.

A FULL backup includes all records in the Customer Data with the exclusion of:

- AUDIT TRAIL records
- ARCHIVED EMAIL records

A BASIC backup includes CORE data records, that is, all records in the Customer data with the exclusion of:

- AUDIT TRAIL records
- EMAIL records
- FILE/DOCUMENT/IMAGE records which are 'attached' to records in the Customer's database

The Backup Software endeavours to create FULL backups whenever possible, however when it determines that this is not possible or practical (for example due to low disk space, or poor upload bandwidth) then it will switch to BASIC backups instead, as it is deemed more important to have an up-to-date backup which omits some data, rather than having no backup or an out-of-date backup.

The Provider can merge FULL backups and BASIC backups, so if (for example) the Customer has a BASIC backup from Tuesday and a FULL backup from Monday, the two backup sets can be merged taking the latest data from each.

4. Storage Allowance on the Backup Platform

There is 10GB size limit on each backup set which is stored on the Backup Platform. In the event that the compressed size of the Customer Data is larger than 10GB, then either the Customer can choose to pay an additional charge (depending on the amount of storage required) or the Backup Software can be used in 'offline' mode where it only stores backup sets locally on the Customer Systems. In any case, the Provider will contact the Customer to discuss the various options in such an event.

Schedule 3 – Data Processing Information

1. Categories of Data Subject

Persons who are current or former clients, employees or contractors of the Controller. When a client of the Controller is a business, then this may include persons who are employees or nominees of the business.

2. Types of Personal Data

Personal data i.e. any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier. Sensitive personal data – see article 9 of the General Data Protection Regulation.

3. Purposes of Processing

To offer a software platform for the storage of the Controller's client data and to provide technical assistance in the use of the software platform.

4. Sub-processors of Personal Data

Pioneer Software lease HOSTED SERVERS from IOMART plc for the purpose of providing the infrastructure and data storage for their software platform.