PRIMARYTECH

TERMS & CONDITIONS

SOFTWARE

EFFECTIVE DATE

August 2025

SUPPLIER

(1) **PRIMARY TECHNOLOGIES LIMITED** is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Suite 1204, K2 Tower, 60 Bond Street, HU1 3EN (**Supplier**).

1. Interpretation

The definitions and rules of interpretation in this clause apply.

1.1 Definitions:

Agreement: The terms and conditions of the software services document.

Commencement Date: the date the Product becomes active as specified in Condition 3.

Contractual Term: the minimum term specified in the product specifics in Schedule 1.

Customer Contacts: the customer's principal contacts for the Service

Intellectual Property Rights: meaning patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Location: the place or places where the services are to be delivered.

Minimum Commitment: the minimum charge for a specific Product.

Normal Service Hours: the service hours specified in Schedule 1.

Product: the Products provided by the Supplier specified in Schedule 1.

Service Charge: The Charge for the Services.

Supplier Notification Procedure: The supplier website provides methods to access support, including telephone, customer portal, and live chat support.

Working Day: as outlined in Schedule 1.

VAT: value-added tax chargeable under English law for the time being, as well as any similar additional tax.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the terms and conditions.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other corporate body, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other.

1.7 A reference to a statute or statutory provision refers to it as amended, extended or re-enacted occasionally.

1.8 A reference to **writing** or **writing** includes faxes and emails.

1.9 References to clauses and Schedules are to the clauses of and Schedules to these terms and conditions, and references to paragraphs are to paragraphs of the relevant Schedule. The Schedules form part of the terms.

1.10 The terms and conditions shall be deemed to have commenced on the **Commencement Date**.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

(a) Apply to and be incorporated in the terms and conditions.

(b) Prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification, or implied by law, trade custom, practice or course of dealing.

(c) If you do not wish to be bound by these Conditions, the Customer should not order or accept the delivery of the Products.

(d) Apply to all Software Products, excluding those relating to an IT

As a Service (ITaaS) or Business
Managed Services order.

2.2 No addition to, variation of, exclusion or
attempted exclusion of any term of these terms
and conditions shall be binding on the Supplier
unless in writing and signed by the Supplier's
Contact or by a duly authorised representative
of the Supplier.

3. **EFFECT OF PURCHASE ORDER**

3.1 The Customer's purchase order or signed order
sent to the Supplier constitutes an offer by the
Customer to purchase the Supplier's Products.
Once the Supplier has accepted an order from
the Customer for a Product, the Customer shall
not be entitled to cancel that order at any time.

3.2 The acknowledgement copy of the purchase
order form by the Supplier, or the Supplier's
commencement of work in providing Products
or execution of work under the purchase order,
shall establish a contract for the supply of those
Products and, accordingly, the purchase of the
same, by the Customer.

3.3 The Customer's standard terms and conditions
(if any) attached to, enclosed with, or referred
to in their purchase order shall NOT govern the
Suppliers.

3.4 Written Requests for additional users or
licences relating to an existing agreement do
not require a purchase order.

3.5 The Commencement Date is the date when
either the Product becomes initially active or as
of the last date the customer requests an
additional licence.

4. **SUPPLIER'S OBLIGATIONS**

4.1 The Supplier shall use reasonable endeavours
to provide the Products specified in the
Customer's quote.

4.2 The Supplier shall appoint the Supplier's
Contact, who shall have the authority to
contractually bind the Supplier on all matters
relating to the Service. The Supplier shall use
reasonable endeavours to ensure that the same
person acts as the Supplier's Contact throughout
the but may replace them, occasionally, where
reasonably necessary, in the interests of the
Supplier's business.

4.3 The Supplier shall have no obligation to
perform any service not expressly agreed upon.

5. **CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

(a) Provide the Supplier with full
access to all matters relating to the
Products;

(b) cooperate with the Supplier in all
matters relating to the Products
and appoint the Customer's
Contacts, who shall have the
authority to bind the Customer on
the issues relating to the Products
contractually;

(c) provide promptly such access to
the Customer's premises and data,
and such office accommodation
and other facilities, as is requested
by the Supplier;

(d) provide promptly such
information as the Supplier may
request, and ensure that such
information is accurate in all
material respects; and

(e) be responsible (at its own cost) for
preparing the relevant premises
for the supply of the Products;

(f) Make prompt payment for the
Products provided by the Supplier
by 30 days after the invoice date.

(g) Pay for any additional services
requested and provided by the
Supplier.

(h) The customer contract authority
will meet with the supplier in
person or via video call at least
three times annually.

(i) Use the Software as it is designed
to be intended and agree that it
will not use any Product to
transmit or receive any
Unacceptable or Illegal Content.
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(j) Licence Compliance and Audit.
The Customer agrees that the
Supplier or the relevant software
vendor shall be entitled, on
reasonable notice, to audit the
Customer's use of the Software
Products to ensure compliance
with the user limits and licence
terms. If any such audit reveals
that the Customer has underpaid
fees or is using the Software in
excess of its licensed user count,
the Customer shall, without
prejudice to any other rights,
promptly pay to the Supplier an
amount equal to the backdated
fees for such excess use, together
with interest at the rate specified
in this Agreement.

5.2 If the Supplier's performance of its obligations
is prevented or delayed by any act or omission
by the Customer, the Customer's agents, the
customers sub-contractors or employees, the
Customer shall in all circumstances be liable to
pay the Supplier all reasonable costs, charges

incurred or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit, loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere). The Supplier will confirm all such costs, charges, and losses with the Customer in writing.

5.3   Non-Solicitation and Non-Engagement: The Customer agrees that, during the Contractual Term and for a period of twelve (12) months after its termination, it shall not, directly or indirectly:

(a)   solicit, entice, or attempt to employ any person who is or has been an employee or subcontractor of the Supplier; or

(b)   engage, either as an employee, contractor, consultant or otherwise, any such person to provide services that are substantially similar to those provided by the Supplier under this Agreement.

5.4   Any consent given by the Supplier per condition 5.3 shall be subject to the Customer paying a sum of money to the Supplier. The sum shall be equivalent to 100% of the then-current annual remuneration of the Supplier's employee or subcontractor or, if a higher remuneration is offered, 100% of the higher yearly remuneration to be paid by the Customer to the Supplier.

(a)   100% of the gross annual remuneration (including salary, benefits, and any bonuses) of the employee or subcontractor who was solicited or engaged; or

(b)   75% of the total fees paid or payable by the Customer to the Supplier in the twelve (12) month period immediately preceding the breach.

The Customer confirms that this sum represents a genuine pre-estimate of the Supplier's loss, and warrants that it has had the opportunity to take legal advice on this clause and agrees that the sums stipulated are reasonable and proportionate.

5.5   The Customer shall inform the Supplier immediately in writing of any change in the identity of the Customer's Contacts at any time during the Service Term. The Supplier shall not be liable for any default element if the Customer fails to update the Supplier, in writing, of any change in the Customer's Contacts.

5.6   Until Products are terminated, the Customer shall:

(a)   Be solely responsible for the correct and legal use of all software.

6.   MAINTENANCE AND CHANGES TO THE PRODUCT

6.1   The Supplier reserves the right to change Product descriptions without notice.

6.2   The Supplier may, from time to time, suspend the availability of any Product without being required to give notice of the same to perform maintenance or other updating work.

6.3   The Supplier shall not be liable for any unavailability of any Product during any such period.

7.   CHARGES AND PAYMENT

7.1   Where the additional services are provided:

(a)   The charges payable for the Services shall be calculated by the hourly charges as listed in Schedule 2, as amended from time to time;

(b)   Charges payable for the Services are subject to a 12-month review by the Supplier, with the latest charges listed in the newest The Customer acknowledges that the Supplier will suffer significant loss and damage if the Customer breaches Clause 5.3. Accordingly, the Customer agrees that in the event of any such breach, it shall pay to the Supplier, by way of liquidated damages, a sum equivalent to the greater of:version of the terms and conditions document.

(c)   The Supplier's standard daily fee rates are calculated based on an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);

(d)   The Supplier shall be entitled to charge an overtime rate of an additional 50% of the standard rate for part days and for time worked by team members outside Normal Service Hours.

(e)   The Supplier shall ensure that all team members complete timesheets recording time spent on the Services and using such time sheets to calculate the charges.

(f)   The Supplier shall invoice the Customer in advance for its charges for time, expenses and materials (together with VAT where appropriate) as outlined in Schedule 2.

7.2   Where the Products or Services are provided for a fixed price, the total cost for both shall be on the relevant customer quotation and shall be

paid periodically in advance. The customer shall pay all amounts due under this agreement to the Supplier in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

7.3   Any fixed price excludes, at the discretion of the Supplier:

    (a)   The cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the Services, and the cost of any materials or services reasonably and appropriately provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by the Supplier at cost and

    (b)   VAT, which the Supplier shall add to its invoices at the appropriate rate.

7.4   Unless otherwise agreed, the Customer shall pay all invoices via the Supplier's direct debit system. Each invoice submitted by the Supplier must be paid in full and in cleared funds within 30 days of receipt.

7.5   Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

    (a)   charge interest on such sums due from the due date for payment at the annual rate of 8% above the Bank of England base rate, accruing daily and being compounded quarterly until payment is made, whether before or after any judgment; and

    (b)   suspend all Products until payment has been made in full.

    (c)   Immediately invoice for all services payable to the Supplier under the agreement.

7.6   Time for payment by the Customer shall be of the essence.

7.7   All payments payable to the Supplier under the agreement shall become due immediately on termination of the agreement, despite any other provision. This condition is without prejudice to any right to claim for interest under the law or any such right under the agreement.

7.8   The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7.9   The Supplier reserves the right to increase any additional charges other than the fees for the Services at any time.

7.10   The Supplier has the right, each contract year, to increase the price for the products on 30 days prior written notice to the Customer by the higher of:

    (a)   the annual UK RPI-X increase

    (b)   the annual UK Consumer Price Index increase

    (c)   the annual UK Consumer Price Index increase + up to 8%

Where applicable and on 30 days prior written notice to the Customer.

7.11   It shall be the sole responsibility of the Customer to monitor and manage their usage of the Products at all times. Any additional charges arising from Product overuse or Product misuse shall be passed onto the Customer.

7.12   Where payment for Products is made by a third party, such as a holding company, group company, or procurement framework, the Customer shall remain responsible for the terms relating to payments and charges.

8.   PRICE ADJUSTMENT CLAUSE

8.1   At any time during the contractual term, the Supplier reserves the right to adjust the price of the goods and/or services provided to the Customer. Such adjustments shall be directly correlated to an increase in the Supplier's costs, including but not limited to raw materials, labour, transportation, regulatory changes, or other operational expenses that impact the cost of supplying the goods and services.

8.2   In the event of any price adjustment, the Supplier shall provide the Customer with written notice at least 15 days before implementing the new prices.

8.3   Any increase in the Customer's cost shall be limited to the actual increase in the Supplier's cost of providing the goods and/or services.

9.   DURATION

9.1   This agreement shall commence on the Commencement Date. It shall last for a minimum term as outlined in the specified conditions for each Product in Schedule 1 and, unless specified with each Product specification, continue for subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the

other provisions for termination set out in this agreement).

9.2 Perpetual software remains perpetual and the property of the Customer.

9.3 Perpetual Licences. For any Products sold on a perpetual licence basis, the provisions of this Agreement relating to Contractual Term, renewal, and termination for convenience shall not apply. The licence for such Products shall continue indefinitely unless terminated for material breach.

10. SOFTWARE LICENCE AND RESTRICTIONS

(a) License Grant. Subject to the terms of this Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable right to permit its authorised users to use the Software Products specified in Schedule 1 during the Contractual Term solely for the Customer's internal business operations

(b) Third-Party Terms. The Customer acknowledges that its use of any Software Product is subject to the end-user license agreement (EULA) and terms of service of the relevant third-party software vendor ("Vendor Terms"). The Supplier will make such Vendor Terms available to the Customer upon request. The Customer agrees to be bound by and comply with all Vendor Terms. The Supplier shall not be liable for any changes made by a vendor to its Software Product or Vendor Terms, nor for any breach of the Vendor Terms by the Customer.

(c) **Restrictions on Use.** The Customer shall not, and shall not permit others to:
  (i) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Software;
  (ii) sub-license, resell, or distribute the Software;
  (iii) Use the Software in any way that is unlawful or in violation of the Acceptable Use Policy of the relevant software vendor.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier shall own all Intellectual Property Rights and all other rights. The Supplier currently licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to the extent necessary to enable the Customer to make reasonable use of the Services as envisaged by the parties. If the Supplier terminates the agreement under condition 15.1, this licence will automatically terminate, and the Customer must return all Intellectual Property Rights to the Supplier immediately.

11.2 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

11.3 In the event of a termination, the Customer will cooperate fully with the Supplier to enable the immediate removal and retention (by the Supplier) of all Intellectual Property Rights from the System/Equipment at the Location.

12. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

12.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are confidential and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know it to discharge the Customer's obligations to the Supplier and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

12.2 All materials, system configurations, training materials, deliverables, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall always be and remain the exclusive property of the Supplier. Still, they shall be held by the Customer in safe custody at its own risk and maintained and kept in reasonable condition by the Customer until returned to the Supplier. They shall not be disposed of or used other than by the Supplier's written instructions or authorisation.

13. INDEMNITY

13.1 The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Services to the Customer per this Agreement infringes that other person's intellectual property rights.

14. **LIMITATION OF LIABILITY**

14.1 The following provisions set out the entire financial and professional liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

(a) any breach of the agreement, howsoever arising;

(b) any use made by the Customer of the Products, the Deliverables, or any part of them; and

(c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the agreement;

(d) any failure by the Customer to use the software as recommended by the Supplier;

(e) any failure by the Customer to provide its users with the relevant training to use the systems.

14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the agreement.

14.3 Nothing in these conditions excludes the liability of the Supplier:

(a) For death or personal injury caused by the Supplier's negligence or

(b) For fraud or fraudulent misrepresentation.

14.4 Subject to condition 13.2 and condition 13.3:

(a) The Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract(s);

(vii) loss of use;

(viii) loss or corruption of data or information;

(ix) Service outage;

(x) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) The Supplier's total aggregate liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, shall be limited to 100% of the total charges paid or payable by the Customer for the specific Product to which the claim relates in the twelve (12) month period immediately preceding the date on which the claim arose

14.5 Data Migration. Where the Services include the migration of data, the Supplier shall use commercially reasonable endeavours to perform such migration with due care. However, the Customer acknowledges that data migration carries inherent risks. The Customer remains solely responsible for the integrity, accuracy, and completeness of its data before, during, and after the migration. The Supplier shall not be liable for any loss, corruption, or alteration of data arising from the migration process unless caused by the Supplier's gross negligence.

15. **EXCEPTIONS**

15.1 The Products do not include any service maintenance or work which are necessitated as a result of any cause other than the proper use of the System in the ordinary course of the Customer's normal business and activities, including without limitation:

(a) Failure or fluctuation of power supply, air conditioning, humidity control or other environmental conditions;

(b) accident transportation, neglect, misuse or default of the Customer, its employees, agents, sub-contractors or any third party;

(c) any fault in any attachments or associated equipment which do not form part of the System;

(d) act of God, fire, flood, war, act of violence or other similar occurrence;

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(e)   any attempt by anyone other than the Supplier to adjust, repair or maintain the System.

(f)   Cyber attack or data breach

15.2   Unless specifically listed in the Product Specifications, The Products do not include:

(a)   Support services of any kind.

(b)   Supply of hardware.

(c)   Backup of any systems.

16.   TERMINATION

16.1   Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the agreement without liability to the other if:

(a)   The Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

(b)   the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within twenty-one (21) days after being notified in writing to do so;

(c)   the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

16.2   This agreement shall bind the Customer and all successors in title.

16.3   The Customer is not permitted to terminate this agreement before the end of the Contractual Term in the event of a change of control, jurisdiction, ownership or conversion to an alternative status without the Supplier's prior written consent. In such circumstances, the Customer agrees to pay the price of the Products and any other associated costs or charges in full for the remaining Contractual Term and any additional charges relating to the handover of services.

16.4   Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

16.5   Termination of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement that existed at or before the date of termination.

16.6   This agreement does not automatically terminate at the end of the initial Contractual Term. It continues on a 12-month rolling contract.

16.7   If either party wishes to terminate this agreement at the end of the initial Contractual Term:

(a)   They must serve a notice to terminate to the other party, and per clause 27;

(b)   Ensure the notice to terminate is served before the required notice period listed in Schedule 1; otherwise, before the agreement enters the last three (3) months of the initial Contractual Term or the last three (3) months of the subsequent rolling twelve (12) months.

16.8   If the deadline for serving a notice to terminate passes, termination can only occur at the end of the Contractual Term with the written agreement of the other party.

16.9   At the end of the Contractual Term, if neither party has served a notice to terminate, this agreement shall continue on a rolling twelve (12) month contract basis until terminated by either party.

17.   EFFECT OF TERMINATION

17.1   Any termination of the agreement for any reason shall be without prejudice to any other rights or remedies any party may be entitled to under this agreement and shall not affect any accrued rights or liabilities of either party or the coming into force or the continuance in force of any provision of this agreement which was expressly or by implication intended to come into or continue in force on or after the termination of this agreement.

17.2   Unless otherwise requested, termination shall occur any time on the final day of the Contractual Term.

17.3   Upon the termination of this agreement for whatever reason, the Supplier shall:

(a)   Transfer to the Customer, or to such person as the Customer shall nominate, control of access to the System by providing details of the Supplier's access numbers, password or code and the Access Codes to the Customer or to such other nominated person as

requested by the Customer's Contacts; and

(b) Remove any items belonging to the Supplier from the Location and the System promptly.

17.4 Upon the termination of the agreement, in any circumstances, all outstanding charges shall become immediately due and payable by the Customer before the execution of condition 16.

18. FORCE MAJEURE

The Supplier shall not in any circumstances have any liability to the Customer under the agreement if it is prevented from, or delayed in, performing its obligations under the contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

19. WAIVER

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

20. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. SEVERANCE

21.1 Suppose any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable. In that case, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. The relevant provision or part-provision shall be deemed deleted if such modification is impossible. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

21.2 Suppose any provision or part-provision of this agreement is invalid, illegal or unenforceable. In that case, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. ENTIRE AGREEMENT

22.1 This agreement constitutes the entire agreement between the parties and supersedes it. It extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into this agreement, it does not rely on, and shall have no remedies concerning, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or misstatement based on any statement in this agreement.

23. ASSIGNMENT

23.1 Without the Supplier's written agreement, the Customer may not assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the contract.

23.2 The Supplier may assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the agreement.

23.3 This agreement shall bind the Customer and all successors in title. If the Customer organisation is acquired, merged with, or becomes part of another organisation, the terms and conditions of this agreement shall remain in full force and effect, and all obligations under this agreement will be binding upon the successor organisation.

24. NO PARTNERSHIP OR AGENCY

Nothing in the agreement is intended to or shall operate to create a partnership between the parties or to authorise either party to act as an agent for the other. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. THIRD-PARTY RIGHTS

No one other than a party to this agreement, its successors, and permitted assignees shall have the right to enforce any of its terms.

26. PUBLICITY

No announcement or information concerning this agreement or any ancillary matter shall be made or released or authorised to be made or released by either of the parties without the prior written consent of the other party save as may be required to enable either of the parties to perform its obligations under this agreement or as required by law.

27. NOTICES

27.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office;

(b) sent by email to an email address to customerservices@primarytech.co.uk

27.2 Any notice or communication shall be deemed to have been received:

(a) If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

(c) if sent by email on the next Business Day after transmission, along with a response acknowledging receipt.

27.3 This clause does not apply to the service of any proceedings or other documents in the course of any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. GOVERNING LAW

The agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed per the law of England and Wales.

29. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this

agreement or its subject matter or formation (including non-contractual disputes or claims).

30. DATA PROTECTION

30.1 In these Conditions, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment, and Personal Data Breach shall be as defined in Data Protection Legislation, and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to the Supplier by the Customer in connection with these Conditions.

30.2 The Customer acknowledges that it is a Controller and the Supplier is a Processor.

30.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 31 also does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

30.4 The Supplier shall:

(a) Ensure that its employees shall Process the Data only on the Customer's instructions as set out or referred to in these Conditions to provide the Services;

(b) Provide appropriate technical and organisational measures:

(i) To ensure the protection of the rights of the Data Subjects; and

(ii) Ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored, or otherwise processed;

(c) Take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Services, including duties of confidentiality under any employment contracts;

(d) Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation concerning security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments

and consultations with supervisory authorities or regulators;

(e) Notify the Customer without undue delay after becoming aware of a Personal Data Breach;

(f) Notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;

(g) At the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Services relating to Processing, except that:
(i) The Supplier may keep any Data if required by any applicable laws to store the Personal Data and
(ii) The Supplier may keep Data stored in any system back-ups and

(h) Maintain complete and accurate records and information to demonstrate its compliance with clause 11 and provide access to the same for an audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice, must be conducted within the Supplier's regular business hours, cause minimal disruption to the Supplier, and be at the Customer's sole cost.

30.5 The parties acknowledge that the Supplier will also use services and/or products from sub-processors to provide the Services under these Conditions and that, in doing so, the Supplier may transfer Data to such sub-processors. Accordingly:
(a) The Customer consents to the appointment by the Supplier of the sub-processors listed in Schedule 3;
(b) The Supplier may appoint new sub-processors or make changes to the list in Schedule 3 provided that it notifies the Customer in writing a reasonable period in advance before a new sub-processor is granted access to Data, and
(c) the Customer may object on reasonable data protection grounds in writing to the appointment of any new sub-processor provided it does so no later than 14 days after receiving the notice referred to in 31.5 (b). If the parties cannot agree on a solution within a reasonable timeframe, the Supplier may terminate the Services.

30.6 The Supplier shall:
(a) Agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on the Supplier pursuant to this clause 31; and
(b) If applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.

30.7 The Customer agrees that, to provide the Services under these Conditions, the Supplier will transfer the Data to sub-processors (including Affiliates) as stated in clause 31.7. The Supplier will transfer the Data outside the United Kingdom and the European Economic Area ("EEA") to third countries which, at the time of the transfer, are not covered by adequacy regulations made by the Information Commissioner's Office or the European Commission under the Data Protection Legislation for the transfer of personal data pursuant to the Data Protection Legislation (each an "International Transfer"). For each International Transfer, the Supplier shall ensure that an agreement is in place with the relevant sub-processor(s), which shall incorporate the EU Standard Contractual Clauses ("EU SCCs") and UK International Data Transfer Addendum to the EU SCCs for the transfer of Personal Data (the "EU SCCs and UK Addendum") or, if the EU GDPR does not apply, only the UK International Transfer Agreement.

30.8 Subject to clauses 31.9 – 31.11, the Supplier shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to clause 31.5.

30.9 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place regarding its collection, processing, and provision of Data to enable the lawful transfer of the Data to the Supplier in connection with, and for the duration of, the Services provided under these Conditions.

30.10 The Customer shall indemnify and hold harmless the Supplier against all costs, claims, losses, damages, and expenses (including legal fees) arising out of, or in connection with, any breach of this clause 31 by the Customer or its employees, agents, or subcontractors.

30.11 The Customer acknowledges that the Supplier relies on the Customer for direction regarding the extent to which the Supplier is entitled to use and process the Data. Consequently, the Supplier will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by the Supplier to the extent that such action or omission resulted from the Customer's instructions.

30.12 Schedule 3 sets out the following information regarding the Data: subject matter, duration of

the Processing, nature and purpose of the Processing, type of Data, categories of Data Subjects, and the Supplier's obligations and rights.

30.13   Assistance with Data Subject Requests. The Supplier shall, at the Customer's cost, provide reasonable assistance to the Customer in responding to any request from a Data Subject. All work performed by the Supplier in relation to assisting with such requests, including but not limited to Subject Access Requests (SARs), shall be deemed an additional service and will be charged on a time and materials basis at the Supplier's standard hourly rates as detailed in Schedule 2.

Schedule 1

Product Specific Conditions:

All Products are Products only.

Microsoft 365 Licencing

1.   The minimum contractual term is 12 months from the first day of active service. The Customer's initial active user count is the minimum commitment throughout the contractual term.

2.   Customers shall be charged based on usage at a monthly cost of vendor RRP.

3.   Should the usage exceed the initial minimum commitment by a user count of more than 20%, this count will now form the new minimum commitment and be the new active service date and contractual commencement date.

4.   The minimum count can only decrease with prior written approval from the Supplier.

5.   Either party may terminate a Subscription by giving the other at least 90 days written notice before the end of the contractual term as per condition 26.

Google Workspace Licencing

1.   The minimum contractual term is 12 months from the first day of active service. The Customer's initial active user count is the minimum commitment throughout the contractual term.

2.   Customers shall be charged based on usage at a monthly cost of vendor RRP.

3.   Should the usage exceed the initial minimum commitment by a user count of more than 20%, this count will now form the new minimum commitment and be the new active service date and contractual commencement date.

4.   The minimum count can only decrease with prior written approval from the Supplier.

5.   Either party may terminate a Subscription by giving the other at least 90 days written notice before the end of the contractual term as per condition 26.

Cloud Hosting (Azure, AWS, Google Cloud)

1.   The minimum contractual term is 12 months from the first day of active service. The Customer's initial resource requirement is the minimum commitment throughout the contractual term.

2.   The minimum count can only decrease with prior written approval from the Supplier.

3.   Either party may terminate a Subscription by giving the other at least 90 days written notice before the end of the contractual term as per condition 26.

Managed EDR and MDR

1.   The minimum contractual term is 12 months from the first day of active service. The Customer's initial active user and device count combined is the minimum commitment throughout the contractual term.

2.   Customers shall be charged based on usage at a monthly cost of £4 per user and £5 per device unless special pricing is agreed.

3.   Should the Customer's Managed EDR and MDR exceed the initial minimum commitment by a combined user and device count of more than 20%, this count will now form the new minimum commitment and be the new active service date and contractual commencement date.

4.   The minimum count can only decrease with prior written approval from the Supplier.

5.   Either party may terminate a Subscription by giving the other at least 90 days written notice before the end of the contractual term as per condition 26.

Cloud Backup (Microsoft 365 or Google Workspace)

1.   The minimum contractual term is 12 months from the first day of active service. The Customer's initial active user count is the minimum commitment throughout the contractual term.

2.   Customers shall be charged based on usage at a monthly cost of £5 per active user and £5 per inactive user unless special pricing is agreed.

3.   Should the Customer's backup exceed the initial minimum commitment by a user count of more than 20%, this count will now form the new minimum commitment and be the new active service date and contractual commencement date.

4. The minimum count can only decrease with prior written approval from the Supplier.

5. Either party may terminate a Subscription by giving the other at least 90 days written notice before the end of the contractual term as per condition 26.

Cloud Backup (Physical and Virtual Machines plus Raw Data)

1. The minimum contractual term is 12 months from the first day of active service. The Customer's initial backup count per Gigabye (GB) is the minimum commitment throughout the contractual term.

2. Customers shall be charged based on usage at a monthly cost of £10 per physical server, £10 per Virtual Server, £10 per Database, plus £1 per GB unless special pricing is agreed.

3. Should the Customer's backup exceed the initial minimum commitment by a GB amount of more than 20%, this new GB count will now form the new minimum commitment and be the new active service date and contractual commencement date .

4. The minimum count can only decrease with prior written approval from the Supplier.

5. Either party may terminate a Subscription by giving the other at least 90 days written notice before the end of the contractual term as per condition 26.

Safeguarding, Web filtering, Classroom Management, Auditor.

1. The minimum contractual term is 36 months from the first day of active service.

2. User limits are to be agreed upon during the point of sale.

3. Either party may terminate a Subscription by giving the other at least 180 days' written notice before the end of the contractual term as per condition 26.

4. At the end of the Contractual Term, the product will automatically renew for a further 36-month term.

Microsoft Licencing (OVS Agreement)

1. The minimum contractual term is 36 months from the first day of active service.

2. User limits are to be agreed upon during the point of sale.

3. Either party may terminate a Subscription by giving the other at least 180 days' written notice before the end of the contractual term as per condition 26.

4. At the end of the Contractual Term, the product will automatically renew for a further 36-month term.

All other Software Products

1. The minimum contractual term is 12 months from the first day of active service.

2. Either party may terminate a Subscription by giving the other at least 30 days written notice before the end of the contractual term as per condition 26.

Working Day:

Telephone and Live Chat: 08.00 - 17.00 Mon-Fri

(excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7 365.

Normal Service Hours:

Telephone and Live Chat: 08.00 - 17.00 Mon-Fri

(excluding bank holidays and between Christmas and New Year)

Onsite Support: 09.00 - 16.00 Mon-Fri (excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7 365.

Schedule 2

Additional Charges: - Hourly and Day Rate

	Hourly Rate	Day Rate
Helpdesk IT Technician	£50	£350
Onsite IT Technician	£80	£550

Senior IT Technician	£100	£750
IT Consultant	£100	£750
IT Trainer	£90	£650
Telecoms Engineer	£80	£550
Infrastructure Engineer	£80	£550
Data Protection & SAR Assistance	£50	£350

Schedule 3

The Customer acknowledges that the Supplier and its subcontractors may have access to Personal Data to provide the Services to the Customer throughout the Services term. Below, the Supplier has set out certain information regarding the Supplier's Processing of Personal Data as required by Article 28(3) of the UK GDPR.

Article	Description	Details
28 (3)	**Subject matter of the processing**	The subject matter is providing the Services to the Customer per these conditions.
	Nature and purposes of the processing	The Supplier will process Personal Data under these Conditions and the Controller's instructions concerning the Services until the expiry or valid termination of these Conditions. The nature of the Processing shall include any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automated means, such as accessing, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, reporting, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
.	**Type of Personal Data**	Name Username Gender Contact information Job role Organisation Financial information, e.g. order data Educational and assessment data (including, but not limited to, student responses, marks, examiner/teacher comments, student number, and pupil data) Family data Numerical identifiers including NI number, NASS (National Asylum Support Service) number Date of birth and age Location data such as IP address Screenshots of PC or other device Country of birth/nationality data Language Child protection information, including care order details, Education supervision order Behaviour incidents data Free school meals (FSM) and Pupil Premium data Identification information such as a student card, passport or other ID Disclosure and Barring Service (DBS) Status (formerly CRB check), Children's Barred List check (formerly list 99) Employment data, including salary details

		Qualifications data Any other Data entered in the school management information system (MIS) or shared with the third applications by the Customer and/or its Authorised Users Note that the list above is not exhaustive and may change from time to time as products and services evolve. Any other Data provided to the Supplier during the Term
	Categories of Data Subject	Third-party vendors or providers engaged by the Supplier Authorised Users Pupils/Children Parents Customers or prospective customers Suppliers
	Duration of the processing	Processing will be carried out for the duration of the Services. At the end of the term, all data held on the customer site will remain, but the supplier will no longer have access to process it. Service reports will be destroyed on service completion.
28 (3) (a)	**Documented instruction**	All Processing carried out by the Supplier for the Customer will be done by these Conditions and the Proposal
28 (3) (b)	**Confidentiality**	All the Supplier's staff must agree to a confidentiality clause in their contracts.
28 (3) (c)	**Security**	The Supplier holds a minimum of Cyber Essentials Plus and complies with Information Security ISO 27001, the international standard for information security management. In addition, a number of business
28 (3) (d)	**Other processors**	See applicable details below | Name	Activity	Location	Type of Data Processed
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Microsoft	Provision of Microsofft 365 used for support services and customer management.	Global	All types of personal data
Google	Provision of Microsofft 365 used for support services and customer management	Global	All types of personal data
Securly	Safeguarding Services	Global - info here	User data includes device informatio n, user ID, location, username, and email.	
28 (3) (e)	**Data subject's right**	The Supplier's approach to supporting the Controller's obligation to respond to requests for exercising the data subject's rights is set out in its Data Protection Policy (available upon request) and Privacy Policy (which can be found at www.primarytech.co.uk)
28 (3) (f)	**Compliance**	Data Processing carried out by the Supplier will be compliant with Data Protection Legislation. Where appropriate, the Supplier will assist Controllers in demonstrating such compliance

28 (3) (g)	**Data deletion**	Data held on the local network will not be deleted, but the Supplier's access to the Data will be revoked at the end of the Term
28 (3) (h	**Transparency**	The Supplier will make available to the Controller all information necessary to demonstrate compliance with its obligation.

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