

End User Licence Agreement

SSLP Group Ltd

t/a



END USER LICENCE AGREEMENT

BETWEEN

**SSLP GROUP LIMITED T/A SSLPOST
(THE SUBCONTRACTED DATA PROCESSOR)**

AND

THE DATA PROCESSOR

End User Licence Agreement

SSLP Group Ltd agrees to licence and support the software listed subject to the terms and conditions set out in this Agreement as attached hereto, which are hereby accepted by the Client.

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NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

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

“Account”	means a portal or secure file transfer account for either the Client or the Client’s customer (if a reseller of SSLPost
“Business Day”	means the hours of 9am to 5pm Monday to Friday excluding bank holidays;
“Current Release”	means, at any given time, the most recent release of the Software incorporating all subsequent Product Upgrades released by SSLP Group Ltd;
“Client”	means the Reseller (The Data Processor), details of whom are set out in the Schedule;
“Data Processor”	means the Reseller, details of whom are set out in the Schedule. This may also be referred to as Primary Data Processor;
“Data Controller”	means the entity that has control over the data according to the specification of GDPR. In most cases, this will be the reseller’s client;
“Data Subject”	means a living human for which personal and/or sensitive data may be held under the control of the Data Controller;
“Data Protection Legislation”	means any applicable data protection and/or privacy rules and legislation in this or other jurisdictions;
“Due Date”	The annual licence fee and the Annual Support & Maintenance Fee for the Initial Term are payable on the date the Services go live and on the date of each annual renewal anniversary thereafter;
“Effective Date”	means the date of commencement of the Initial Term as set out in the Schedule;
“ESS Annual Licence”	means the estimated number of employees of the Client who will have access to the employee self-service (ESS) epayslip portal at the start of the contract. If the number of employees increases by more than 10% during the Initial Term or in any recurring renewal period, then SSLP will be allowed to increase its prices pro-rata for the increase in the number of employees in the month that such employees have increased to. At the start of each renewal period the number of employees will be agreed and used to price the ESS Annual Licence Fee.
“Initial Term”	means the initial term of the Licence and the Support Services as specified in the Schedule;
“Licence”	means the licence granted by SSLP Group Ltd pursuant to

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	clause 2.1 on the terms and conditions set out in this Agreement;
"Licence and Support "Fee"	means the fee for the Licence granted and the annual Support & Maintenance Services provided in accordance with this Agreement as specified in the Schedule and varied from time to time in accordance with clause 6;
"Location"	means the Client's and/or Subcontractor's premises as specified in the Schedule, as may be amended in accordance with the terms hereof, where the Software is installed;
"Media"	means the media on which the Software and the Program Documentation are recorded or printed as provided to the Client by SSLP Group Ltd;
"Partner"	means an authorised and approved partner of SSLP Group Ltd that may be specified by SSLP Group Ltd in writing from time to time, including its authorised resellers;
"Product Upgrades"	means any new version, release or maintenance release of the Software or any documentation upgrade details of which are set out in clause 6;
"Program Documentation"	means the operating manuals, user instructions, technical literature, on-line help and other documentation and all other related materials in human-readable form supplied to the Client by SSLP Group Ltd for aiding the use of the Software by the Client;
"Schedule"	means the summary of the Services and financial terms of the Agreement;
"Services"	means the services to be provided by SSLP Group Ltd as part of the Software as set out in the Schedule;
"Software"	means the software to be licensed to the Client by SSLP Group Ltd in accordance with the terms of this Agreement details of which are set out in the Schedule. This may include SSLP Group Ltd web-based services;
"Software Materials"	means the Software, the Program Documentation and where appropriate, the Media;
"Specification"	means the specification of the Software describing the facilities and functions thereof;
"SSLP Group Ltd"	means SSLP Group Ltd (registered number 09280457) whose registered office is at Suite 5, 116 Ballards Lane, London N3 2DN (The Data Processor);
"SSLPost"	SSLPost is a registered trading name of SSLP Group Ltd, which is a limited company registered in England and Wales, Company Number 09280457;
"Subcontractor"	means a subcontractor of the Client;

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- “Support Services” means the support services provided by SSLP Group Ltd as set out in Appendix 1;
- “Term” means the Initial Term and any further annual periods after the expiry of the Initial Term pursuant to clause 8;
- “Unacceptable Content” means any material of any nature which is, or which contains, any viruses, worms, trojan horses, or any other contaminants that may be used to access and/or modify, delete or damage any data files or other computer programmes and content is illegal to electronically publish and/or send over the Internet.

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2. GRANT OF LICENCE

- 2.1 In consideration of the payment of the Licence and Support Fee by, or on behalf of, the Client and subject to the terms and conditions of this Agreement SSLP Group Ltd hereby grants to the Client a limited, non-exclusive, non-transferable, non-sub licensable and revocable licence, revocable upon termination of this Agreement, for the Term to:
- 2.1.1 receive one or more copies of the Software Materials for use by the Client and/or the Subcontractor in accordance with the terms of this Agreement;
 - 2.1.2 install the Software on to a desktop or network server/s at the Location and be permitted access to the hosted site provided by SSLP Group Ltd for the purpose of receiving the Services;
 - 2.1.3 allow the Client employees to use the Software in accordance with the Product Documentation for the Client's own internal business purposes; and
 - 2.1.4 reproduce the Software for use in accordance with clause 2.1.3 either by downloading copies of the Software electronically from the network server of SSLP Group Ltd to the hard disks of the Client's computers at the Location or by installing the Software directly on to the hard disks of such computers.
- 2.2 Without prejudice to the rights granted in clause 2.1 above, the Client shall not permit any third party to use the Software Materials nor use the Software Materials on behalf of or for the benefit of any third party in any way whatsoever (including, without limitation, using the Software Materials for the purpose of operating a bureau service), save that the Client may permit the Subcontractor to use the Software Materials as set out in clause 2.1 or unless otherwise agreed in writing with SSLP Group Ltd.
- 2.3 The Licence shall not be deemed to extend to any programs or materials of SSLP Group Ltd other than the Software Materials unless specifically agreed to in writing by SSLP Group Ltd.
- 2.4 The Client hereby acknowledges that the Client and its Subcontractor is licensed to use the Software Materials only in accordance with the express terms of this Agreement and not further or otherwise and undertakes to SSLP Group Ltd that it will, and shall procure that the Subcontractor will:
- 2.4.1 not access, run or use the whole or any part of the Software or Program Documentation save as expressly permitted in this Agreement;
 - 2.4.2 subject to clause 2.1, save as otherwise expressly permitted in this Agreement not sell, disclose or communicate the Software or Program Documentation or permit the same to be sold by, disclosed or communicated to, accessed by, copied, reproduced, modified, interfaced or integrated in whole or in part by any person.
- 2.5 If the Software and Program Documentation are provided as an upgrade patch or update to an earlier licensed version of the Software, the Client must have a valid licence to operate the earlier release of the same version and edition as the upgrade or update to install or use the upgrade or update.

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- 2.6 Each licence covers a single installation instance, performed at one time, of the Software. Any additional installations (other than those for back-up as in clause 10.1, development or testing) must be separately licensed.
- 2.7 In the event that the Client wants to change the Location, it may do so subject to the following:
- (i) the Client shall give SSLP Group Ltd 30 days' notice in writing of such intended changes;
 - (ii) the Client shall pay SSLP Group Ltd at its standard time and materials rates for the provision by SSLP Group Ltd, or its Partner, of installation services at the new Location;
 - (iii) the Client shall delete all copies of the Software from the previous Location, shall notify SSLP Group Ltd in writing that it has done so and shall permit SSLP Group Ltd to have access to the previous Location for the purpose of verifying that the Software has been so deleted.
- 2.8 In the event that the Software needs to be re-loaded or configured, the Client may perform such re-loading and configuring, provided always that keep strictly confidential all proprietary and confidential information about the Software of which they become aware.
- 2.9 Should any issue occur, when reloading, reconfiguring or reinstalling the Software, that prevents the Software operating correctly and is subsequently, following Support intervention, found to be due to Client error, a charge to carry out corrective actions will be levied by SSLP Group Ltd.

3. PAYMENT

- 3.1 The Client shall pay SSLP Group Ltd or (if instructed in writing by SSLP Group Ltd) its specified Partner all Licence and Support Fees for the Software Materials and Support Services and any fees due for any other services provided pursuant to this Agreement to such accounts as may be specified by SSLP Group Ltd in writing from time to time.
- 3.2 The Licence and Support Fee shall be due and payable on the Due Date as defined in the Definition Section of this agreement. Payment of annual Licence and Support Fees thereafter during the Initial Term and for any Successive Terms (as defined in clause 8 below) shall be made no later than the date of commencement of each annual period commencing on an anniversary of the Effective Date or the date of commencement of such Successive Term, as applicable.
- 3.3 The Licence and Support Fee and any additional charges payable under this Agreement are exclusive of Value Added Tax and any other applicable taxes which shall be paid by the Client at the rate and in the manner for the time being prescribed by law.
- 3.4 If any sum payable under this Agreement is not paid within 30 days after the Due Date then (without prejudice to SSLP Group Ltd.'s other rights and remedies) SSLP Group Ltd reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 5 percent interest per month on all outstanding balances greater than 30 days from invoice date. Such interest shall be paid on demand to SSLP Group Ltd. For the avoidance of doubt, any failure to make payment within 30 days after the due date shall constitute a material breach of contract for the purposes of clauses 12 & 13.

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3.5 If SSLP are asked to investigate and resolve an issue that later transpires not to be attributable to our software, we reserve the right to charge for this service at the current daily rate in force at the time, in quarter hour increments, plus VAT per day, as per Page 2 of this Agreement, i.e. the Schedule.

4. DELIVERY AND RISK

4.1 SSLP Group Ltd, or its specified Partner, shall install the Software on the Client's or Subcontractor's hardware at the Location or a location of the Client's choosing and at a time as agreed between the parties.

4.2 The Software shall be deemed to have been accepted by the Client after installation at the Location and/or on first registration of a user.

4.3 Risk of, loss of, or damage to the Software shall pass to the Client upon installation. This also includes the circumstances referred to in clause 2.9 above.

4.4 Subject to providing the Client with reasonable prior notice Client shall procure the right for SSLP Group Ltd, during the term of this Agreement and during the Client's normal business hours, to visit the Location to verify that the use of the Software is within the terms of the Licence.

5. TRAINING AND CONSULTANCY

5.1 Subject to the Client's compliance with the terms of this Agreement SSLP Group Ltd undertakes to provide training and consultancy for the Client's employees in the installation, reinstallation and/or use of the Software at such dates, times and locations as may be mutually agreed in writing between SSLP Group Ltd or one of its Partners (as applicable) and the Client, in accordance with its standard scale of charges from time to time in force as detailed in the Schedule on page 2.

5.2 Any additional training or consultancy required by the Client may be provided at the sole discretion of SSLP Group Ltd in accordance with its standard scale of charges from time to time in force.

6. SUPPORT SERVICES

6.1 Subject to payment of the Licence and Support Fee, SSLP Group Ltd shall use reasonable endeavours to provide the Support Services as defined in Appendix 1 either itself.

6.2 In addition to the Support Services, SSLP Group Ltd shall make Product Upgrades available at SSLP Group Ltd.'s sole discretion which may include but are not limited to:

- (i) New Versions providing new functionality or extended capability to existing Software;
- (ii) Software Maintenance Releases providing periodic consolidations of fixes to known software errors and subsequent modifications of the Software to operate under new releases of the operating system specified on the Software Schedule;

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- (iii) New Releases providing consolidations of Software Maintenance Releases or enhancements to the functionality of the existing Software versions; and
 - (iv) Documentation Updates, providing updates or corrections of errors in the Documentation (that may be provided electronically via an online service), but the Client acknowledges that there is no obligation on SSLP Group Ltd to produce any Product Upgrades during the terms of this Agreement and that SSLP Group Ltd shall only make them available to the Client if and when they are released to SSLP Group Ltd.'s licensees generally.
 - (v) Software security releases providing enhanced or extended security features, modifications, capabilities, vulnerability patches and improvements.
- 6.5 If SSLP Group Ltd determines that any error in the Software or any difficulty in its use or other need for any Support Services provided under this clause 6 arises as a result of any of the circumstances set out in clause 13.3 then any such support provided by SSLP Group Ltd shall fall outside the scope of this clause and the Client hereby agrees that it shall pay SSLP Group Ltd an additional fee based on SSLP Group Ltd.'s then current support rates to cover SSLP Group Ltd.'s costs incurred in time, materials and expenses in relation hereto.
- 6.6 Minimum browser requirements for using SSLP Group Ltd solutions are the following:
- i) Chrome, Safari, Firefox, IE and other browsers, which can be updated independently from the operating system, are supported in their latest version.
 - ii) TLS SNI is required.
 - iii) We do not support operating systems and browsers that are not supported by the vendor of that operating and/or browser software.

7. WARRANTY

- 7.1 SSLP Group Ltd warrants that for the Term the Software will provide the facilities and functions set out in the Specification when properly used on the appropriate equipment and otherwise as set out in the Specification and the Program Documentation.
- 7.2 The warranty given in clause 7.1 shall be subject to the Client complying with its obligations hereunder but shall not apply if any breach of such warranty arises as a result of any of the circumstances referred to in clause 13.3.
- 7.3 SSLP Group Ltd shall have no liability or obligations under the warranty given in clause 7.1 other than to use reasonable endeavours to remedy breaches thereof by the provision of materials and services in accordance with the service levels set out in Appendix 1 and without charge to the Client or at its sole discretion to replace the copy of the Software.

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- 7.4 The Client acknowledges that the Software has not been prepared to meet the Clients' individual requirements and that it is therefore the responsibility of the Client to ensure that the facilities and functions described in the specification meet its requirements. SSLP Group Ltd shall not be liable for any failure of the Software to provide any facility or function not specified in the Specification.
- 7.5 The Client expressly agrees and acknowledges that the warranty set out in clause 7.1 is the only warranty given by SSLP Group Ltd and that all other conditions, terms, representations, undertakings and warranties express or implied by statute, common law, custom, trade usage, course of dealing or otherwise in respect of the Software are hereby excluded to the maximum extent permitted by law. In particular, but without prejudice to the foregoing, SSLP Group Ltd gives no warranty that the operation of the Software will be uninterrupted or error or virus free.
- 7.6 The Client hereby represents that it shall
- (i) comply with all applicable local and foreign laws and regulations which may govern the use of the Software, and
 - (ii) use the Software only for lawful purposes and in accordance with the terms of this Agreement.
- 7.7 The Client shall use, and shall procure that all its employees, agents and/or other subscribers use appropriate, up-to-date virus-checking software when accessing any SSLP Group Ltd systems, sites or portals in order to receive the Services. Accordingly, SSLP Group Ltd shall not in any circumstances be responsible or liable if a virus or other destructive or disabling code affects the Client's computer system or that of one of its employees, agents, or subscribers. The Client shall ensure no Unacceptable Content is transmitted from its computer system, or those of its employees, agents or subscribers to any system, hosted site or portal of SSLP Group Ltd.
- 7.8 Where access to the Services and any host site, systems or portal of SSLP Group Ltd is provided by means of an Internet or other telecommunications link, the Client shall be responsible for ensuring that the Client's computer systems and infrastructure are capable of accessing the host site, systems or portal of SSLP Group Ltd. Accordingly, SSLP Group Ltd shall not be responsible for any failure of the Client to access SSLP Group Ltd.'s host site, systems or portal due to a failure of the Client's computer system or infrastructure, or events affecting access to the Internet generally.
- 7.9 The Client shall comply with all reasonable instructions as to the use of the Services, and any conditions for accessing any hosted site, systems or portal of SSLP Group Ltd, which may be given by SSLP Group Ltd or its Partners to the Client from time to time in writing or posted on the website, hosted site or portal of SSLP Group Ltd from time to time. SSLP Group Ltd shall be entitled to suspend provision of the Services, and block access to its hosted sites, systems or portals, in the event that, in the reasonable opinion of SSLP Group Ltd, the Client, or its employees, agents or subscribers are not complying with such instructions or conditions of use or have been the subject of a security breach.

8. DURATION OF LICENCE AND SUPPORT SERVICES

- 8.1 Subject to payment of the annual Licence and Support Fees, the Licence and the Support Services shall commence on the Effective Date and shall continue for the Initial Term and, subject to payment of the then current annual Licence and Support Fee, shall continue thereafter unless or until terminated by either party giving to the other party not less than 3 months prior written notice, but

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subject to earlier termination as provided in Clause 13 or otherwise in this Agreement.

9. PROPRIETARY RIGHTS

- 9.1 The Software Materials and all the copyright and other intellectual property rights of whatever nature subsisting therein or relating thereto (including any modifications made thereto) are and shall remain the property of SSLP Group Ltd or its licensors and SSLP Group Ltd or its licensors reserve the right to grant licences to use the Software and/or the Program Documentation to third parties.
- 9.2 The Client shall take all reasonable steps to protect the Software and Program Documentation from unauthorised copying or use.
- 9.3 The Client shall notify SSLP Group Ltd immediately if the Client becomes aware of any unauthorised use of the whole or any part of the Software Materials by any person.
- 9.4 The Client will permit SSLP Group Ltd to check the use of the Software Materials by the Client at all reasonable times and for that purpose the Client shall procure that SSLP Group Ltd shall be permitted either to access the server(s) holding the Software by provision of remote access via VPN or similar for which permission will not be unreasonably withheld.
- 9.5 The Client hereby acknowledges that the Software interacts with third party software. All third party intellectual property rights required by the Client to enable them to use the Software shall be procured by the Client. SSLP Group Ltd shall not be liable for any delay or failure of the Client to procure such third party intellectual property rights.
- 9.6 Subject to clause 13 and the conditions in clause 9.7 and 9.8 being met, SSLP Group Ltd shall indemnify Client against all direct losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by the Client by reason of the Software infringing the Intellectual Property Rights of any third party.
- 9.7 In the event that the Software is held to, or SSLP Group Ltd believes is likely to, be held to infringe any intellectual property right of a third party, SSLP Group Ltd may, at its own expense;
- 9.7.1 modify or substitute the Software so that it is no longer infringing but retains equivalent features and functionality;
- 9.7.2 obtain for Client a licence to continue marketing, advertising or distributing the Software as contemplated herein;
- 9.7.3 if sub clauses 9.7.1 or 9.7.2 are not reasonably practicable, terminate this Agreement as to the infringing Software;
- and SSLP Group Ltd shall incur no further liability under the indemnity under clause 9.6, following the taken of such action pursuant to this clause 9.7.
- 9.8 As a condition of any claim being made under the indemnity in clause 9.6, Client shall first notify SSLP Group Ltd within 48 hours of Client becoming aware of such claim and allow SSLP Group Ltd sole control of the defence of the claim. Client shall provide all reasonable assistance required by SSLP Group Ltd in defending the claim and shall not settle or compromise the claim without SSLP Group Ltd.'s prior written consent.

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10. COPYING

- 10.1 In addition to the rights granted to the Client pursuant to clause 2.1.4, the Client may make such copies of the Software as are necessary for back-up purposes only in support of the permitted uses as set out in this Agreement. All intellectual property rights in such copies shall be the property of SSLP Group Ltd and the Client shall ensure that all such copies bear SSLP Group Ltd.'s proprietary notices. The terms of this Agreement shall apply to all such copies as they apply to the Software.
- 10.2 Save where such copies as are made automatically due to the viewing of the Product Documentation on a computer, no copies may be made of the Program Documentation without the prior written consent of SSLP Group Ltd.

11. ALTERATIONS

- 11.1 Except to the extent and in the circumstances expressly required to be permitted by SSLP Group Ltd by law or as expressly permitted by this Agreement, the Client shall not alter, modify, adapt, translate the whole or any part of the Software or the Software Materials in any way whatsoever nor permit the whole or any part of the Software to be combined with or become incorporated in any other computer programs nor decompile, disassemble, create any derivative works of or reverse engineer the same nor attempt to do any of such things.
- 11.2 To the extent that the law in the Client's jurisdiction grants the Client the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other computer programs used by the Client, SSLP Group Ltd hereby undertakes to make that information readily available to the Client and the Client agrees to make such request of SSLP Group Ltd before attempting to decompile the Software. SSLP Group Ltd shall have the right to impose reasonable conditions such as a reasonable fee for doing so. In order to ensure that the Client receives the appropriate information, the Client must first give SSLP Group Ltd sufficient details of the Client's objectives and the other software concerned. Requests for the appropriate information should be given by notice to SSLP Group Ltd in accordance with this Agreement.
- 11.3 SSLP Group Ltd shall not be responsible for any error in the Software or failure of the Software to fulfil the Specification insofar as such error or failure occurs in or is caused by any part of the Software being modified or combined by the Client with other programs as aforesaid.

12. TERMINATION

- 12.1 Subject to clause 12.2, either party may terminate the Licence and Support Services forthwith on giving 30 days' notice in writing to the other party:
- 12.1.1 if either party commits any material or persistent breach of any term of this Agreement and (in the case of a material breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach; or
- 12.1.2 if either party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if that party shall enter into any voluntary arrangement with its creditors or shall become subject

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to an administration order or shall be the subject of any other similar insolvency event or shall cease to carry on business.

- 12.2 If the renewal of an Account is not being exercised and services are to terminate at renewal date, at least 6 months' notice is required for the termination of services. If the intention is not to renew and 6 months' notice is not given prior to the renewal date, the Client shall be liable to pay SSLP Group Ltd or its specified Partners forthwith upon demand all annual Licence and Support Fees which would have become due in respect of the renewal Term.
- 12.3 The Client may only exercise its right to terminate or suspend the Licence and Support Services if all outstanding Licence and Support Fees are paid to SSLP Group Ltd in full.
- 12.4 Save as expressly provided in clause 12.1 and 12.2 or elsewhere in this Agreement, the Licence and Support Services may not be terminated.
- 12.5 Forthwith upon the termination of the Licence and Support Services for whatever reason the Client shall return the Software Materials including any modifications thereof made by the Client and all copies of the whole or any part thereof to SSLP Group Ltd or, if requested by SSLP Group Ltd, shall destroy the same (in the case of the Software by erasing it from the magnetic media on which it is stored) and certify in writing to SSLP Group Ltd that it has been destroyed. The Client shall also cause the Software to be erased from all of its equipment and shall certify to SSLP Group Ltd that the same has been done.
- 12.6 Any termination of the Licence and Support Services or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. For the avoidance of doubt, there shall be no refund of any element of the Licence and Support Fee by reason of any termination save in the case of a material breach of this agreement. Furthermore, if the Agreement is terminated during the Initial Term then unless such termination is by the Client in respect of an SSLP Group Ltd breach, then the Client shall be liable to pay SSLP Group Ltd forthwith upon demand all annual Licence and Support Fees which would have become due in respect of the Initial Term and/or renewal term.

13. LIMITATION OF LIABILITY/DAMAGES

- 13.1 Clause 13 and its sub-clauses set out SSLP Group Ltd's entire liability to the Client in respect of the software or the Client's use of the software or which may otherwise arise out of this agreement (including any liability for the acts and omissions of SSLP Group Ltd's employees, agents and subcontractors) and the Client's liability to SSLP Group Ltd.

The Client's attention is particularly drawn to the provisions of this clause.

- 13.2 Neither party's liability to the other for fraud or fraudulent misrepresentation or death or personal injury arising from the negligence of that party or its employees shall be limited.
- 13.3 SSLP Group Ltd shall not be liable to the Client in any event for any loss, costs, expenses, damage or claims (whether direct or indirect and whether arising out of contract, tort (including negligence) or otherwise at law or in equity) which arise in relation to this Agreement and as a result of any of the following circumstances:

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- 13.3.1 improper use, operation or neglect of the Software or any equipment upon which it is installed or in relation to which it is used (other than by SSLP Group Ltd); or
 - 13.3.2 the Software has not been maintained by the Client strictly in accordance with the Program Documentation or has been maintained other than by SSLP Group Ltd; or
 - 13.3.3 the Software has been used by the Client and/or the Subcontractor in any unauthorised or unlicensed manner or other than as described in the Program Documentation or other instructions of SSLP Group Ltd; or
 - 13.3.4 the Software has been damaged, adapted or modified in any way or interfaced (other than in accordance with the Program Documentation) with any other software (other than by SSLP Group Ltd); or
 - 13.3.5 any breach by the Client of its obligations under this Agreement, or any failure by the Client promptly to install or otherwise use the Current Release of the Software; or
 - 13.3.6 the failure by the Client to implement any update, upgrade or recommendation in respect of or solutions to errors previously advised by SSLP Group Ltd; or
 - 13.3.7 a fault in Client or third-party software or applications or any upgrade or new release in respect thereof; or
 - 13.3.8 a fault in the equipment or in any other software operating in conjunction with or integrating with the Software; or
 - 13.3.9 the act or omission of any operator of the Software.
- 13.4 Subject to clause 13.2, and in addition to clause 13.3, the Client's sole remedy with respect to any claims arising out of this Agreement shall be limited to SSLP Group Ltd PI cover of £2m and/or Cyber Security Cover of £2m. The Client shall not be liable to SSLP for any loss, costs, expenses, damage or claims (whether direct or indirect and whether arising out of contract, tort (including negligence) or otherwise at law or in equity) whatsoever, which arise in relation to this Agreement except for the application of Clause 7.7.

For the avoidance of doubt any application of Clause 13.3 does not give the Client the right to not pay for the Services being provided by SSLP Group Ltd as set out in the Schedule on Page 2 of this Agreement.

- 13.5 Subject to clause 13.2, 13.3 and 13.4, SSLP Group Ltd shall not be liable to the Client in any event whatsoever for any;
- 13.5.1 processing errors;
 - 13.5.2 loss of profits
 - 13.5.3 loss of business or custom,
 - 13.5.4 loss of revenue,
 - 13.5.5 loss of anticipated savings,
 - 13.5.6 loss of goodwill,

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13.5.7 corruption or loss of data

13.5.8 loss of contracts;

(whether of any the losses set out in 13.5.1 to 13.5.8 are direct or indirect); or

13.5.9 any type of special, indirect, economic or consequential loss (including any special, indirect, economic or consequential loss that may be included in sub clauses 13.5.1 to 13.5.8 or loss or damage suffered by the Client as a result of any claims brought by a third party) even if such loss was reasonably foreseeable or SSLP Group Ltd had been advised of the possibility of the Client incurring the same.

13.6 The parties acknowledge that:

13.6.1 the specification of the duties of SSLP Group Ltd as contained in the terms and conditions of this Agreement accord with the expectations of the parties and are fair and reasonable; and

13.6.2 some limitation of liability is to be expected; and

13.6.3 the limitation of liability for breach of the duties specified is fair and reasonable in the light of the fees payable under this Agreement, the nature of the products and services to be provided and the special provisions for remedying any defects in supply inherent in this commercial context.

13.7 Nothing in this Agreement shall confer any right or remedy upon the Client to which it would not normally be legally entitled.

14. DATA PROTECTION

For the purpose of this clause 14 capitalised terms shall have the meaning given to them in the Data Protection Legislation.

14.1 Each Party shall, at all times, comply with its respective obligations under all applicable Data Protection Legislation in relation to all Personal Data that is Processed by it in the course of performing its obligations under this Agreement, including by maintaining any and all valid and up to date registration(s) or notification(s) required under the Data Protection Legislation.

14.2 The Data Controller shall obtain or procure all necessary and valid consents from all Data Subjects in relation to the Processing of Personal Data in relation to this Agreement. The Client will declare their intention to use the services of a third party Processor to deliver the services, outlined in this Agreement, within their own Privacy Statement.

14.3 SSLP Group Ltd shall grant access to The Client or its nominated representatives to review and if requested, test the information security framework employed by SSLP Group Ltd with respect to this agreement. The Client shall endeavour to provide at least 15 Working Days' notice of its intention to conduct an audit.

14.4 The Client shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt SSLP Group Ltd or delay the provision of the Services.

14.5 SSLP Group Ltd shall not delete or remove any proprietary notices contained

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within or relating to Data Controller data. SSLP Group Ltd shall not store, copy, disclose, or use Data Controller data except as necessary for the performance by SSLP Group Ltd of its obligations under this Agreement or as otherwise expressly authorised in writing by The Client.

- 14.6 To the extent that third party data is held and/or processed by SSLP Group Ltd, SSLP Group Ltd shall supply that data to the Data Controller as requested by the Data Controller in writing.
- 14.7 SSLP Group Ltd shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data. SSLP Group Ltd is not responsible for the content, accuracy or the recency of the data provided by the Client or their Subcontractor to be processed in line with this Agreement.
- 14.8 SSLP Group Ltd shall ensure that any system, on which SSLP Group Ltd holds any Client Data, including back-up data, is a secure system that complies with its Information Security Policy.
- 14.9 If Client Data is corrupted, lost or sufficiently degraded as a result of SSLP Group Ltd's Default so as to be unusable, The Client may:
- 14.9.1 require SSLP Group Ltd (at SSLP Group Ltd's expense) to restore or procure the restoration of Client Data to the extent and in accordance with Client Business Continuity and Disaster Recovery Provisions and SSLP Group Ltd shall do so as soon as practicable; and/or
 - 14.9.2 Itself restore or procure the restoration of Client Data and shall be repaid by SSLP Group Ltd any reasonable expenses incurred in doing so, providing the total amount payable does not exceed the value of the previous 12 months invoices.
- 14.10 If at any time SSLP Group Ltd suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then SSLP Group Ltd shall notify The Client immediately and inform The Client of the remedial action SSLP Group Ltd proposes to take.
- 14.11 With respect to the party's rights and obligations under this Agreement, the parties agree that SSLP Group Ltd is the Data Processor.
- 14.11.1 The Client will provide SSLP Group Ltd, a Data Protection contact for all Data Protection matters including email and contact telephone number.
 - 14.11.2 The Client will provide specific instructions for the handling of Data Subject requests and a data breach notification procedure.
 - 14.11.3 In the absence of specific instructions from The Client, SSLP Group will forward all Data Subject requests and data breach notification communications, to The Client contact detailed on the schedule on page 2 of this agreement.
- SSLP Group Ltd shall:
- 14.11.4 Process the Personal Data only in accordance with instructions from The Client (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by The Client to the SSLP Group Ltd during the Term);

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- 14.11.5 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 14.11.6 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 14.11.7 Take reasonable steps to ensure the reliability and integrity of any SSLP Group Ltd Personnel who have access to the Personal Data;
- 14.11.8 Obtain prior written consent from The Client in order to transfer the Personal Data to any Sub-Contractor of SSLP Group Ltd or Affiliates for the provision of the Services;
- 14.11.9 Ensure that all SSLP Group Ltd Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
- 14.11.10 Ensure that none of SSLP Group Ltd Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by The Client;
- 14.11.11 Unless otherwise specified, notify The Client within five Working Days if it receives:
 - 14.11.11.1 a request from a Data Subject to have access to that person's Personal Data, delete, amend or otherwise alter that person's Personal Data; or
 - 14.11.11.2 a complaint or request relating to Client obligations under the Data Protection Legislation;
- 14.11.12 Provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - 14.11.12.1 providing The Client with full details of the complaint or request;
 - 14.11.12.2 complying with a data access request from The Client within the relevant timescales set out in the Data Protection Legislation and in accordance with Client instructions;
 - 14.11.12.3 providing The Client with any Personal Data it holds in relation to a Data Subject (within a reasonable timescale); and
 - 14.11.12.4 providing The Client with any information requested by The Client that will aid in the conclusion of such a request;

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- 14.11.13 Permit the Client or The Client's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 14.3 and 14.4;
- 14.11.14 Not process Personal Data outside the European Economic Area without the prior written consent of The Client and, where The Client consents to a transfer, to comply with:
- 14.11.14.1 the obligations of a Data Controller under The Data Protection legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 14.11.14.2 Any reasonable instructions notified to it by The Client.
- 14.12 The SSLP Group Ltd shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause The Client to breach any of its applicable obligations under the Data Protection Legislation.
- 14.13 The SSLP Group Ltd acknowledges that The Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with The Client to enable The Client to comply with its Information disclosure obligations.
- 14.14 The SSLP Group Ltd shall:
- 14.14.11 transfer to The Client all Requests for Information that it receives as soon as practicable and in any event within five Working Days of receiving a Request for Information;
 - 14.14.12 provide The Client with a copy of all Information in its possession, or power in the form that Client requires within fifteen Working Days of The Client request; and
 - 14.14.13 provide all necessary assistance as reasonably requested by The Client to enable The Client to respond to the Request for Information within the time for compliance set out in the GDPR.
- 14.15 The Client shall be responsible for determining in its absolute discretion, and notwithstanding, any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, GDPR, FOIA or the Environmental Information Regulations.
- 14.16 In no event shall SSLP Group Ltd respond directly to a Data Subject who requests to exercise their rights under GDPR, unless expressly authorised to do so by The Client.
- 14.17 SSLP Group Ltd acknowledges that The Client may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental

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Information Regulations to disclose information concerning the SSLP Group Ltd or the Services:

- 14.17.11 in certain circumstances without consulting the SSLP Group Ltd; or
 - 14.17.12 following consultation with the SSLP Group Ltd and having taken their views into account;
 - 14.17.13 provided always that where the immediate paragraph above applies, The Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give SSLP Group Ltd advanced notice, or failing that, to draw the disclosure to SSLP Group Ltd's attention after any such disclosure.
- 14.18 SSLP Group Ltd shall ensure that all Information is retained for disclosure and shall permit The Client to inspect such records as requested from time to time.
- 14.19 The SSLP Group Ltd acknowledges that the Commercially Sensitive Information as may be listed in the contract is of indicative value only and that the Client may be obliged to disclose it in accordance with the Freedom of Information clause.
- 14.20 Either party shall notify the other immediately, via the support structure/DPO register upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 14.21 Upon becoming aware of any of the circumstances referred to in paragraph above, SSLP Group Ltd shall immediately take all reasonable steps necessary to:
- 14.21.11 as soon as reasonably practicable provide to the Client full details (using such reporting mechanism as may be specified by the Client from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof;
 - 14.21.12 remedy such breach or protect the SSLP Group Ltd System against any such potential or attempted breach or threat; and
 - 14.21.13 Prevent an equivalent breach in the future where it is in their power to do so.
- 14.22 SSLP Group Ltd will provide every assistance to the Client to fulfil their obligations and timelines as required under GDPR.
- 14.23 SSLP Group Ltd's ISO procedures include a policy, procedure and process for security incident management, including data breach management. The Data Controller may define their own process as laid out in clause 14.11.2. that needs to be communicated to SSLP Group Ltd by The Client. In the absence of specific instruction from The Client, SSLP Group Ltd's ISO procedure will be implemented.
- 14.24 Such steps shall include any action or changes reasonably required by the Client. In the event that such action is taken in response to a breach that is determined by the Client acting reasonably not to be covered by the obligations of the SSLP Group Ltd under this Agreement, then the SSLP Group

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Ltd shall be entitled to refer the matter to the Change Control Procedure.

- 14.25 On cancellation of this agreement, The Client may request the deletion of the personal information held and processed on behalf of the Data Controller. The instruction for data deletion must be received in writing. SSLP Group Ltd will delete personal data from the live systems within 5 working days. The Client accepts that full deletion from back-up, may take up to 90 days.
- 14.26 SSLP Group Ltd will retain activity data for future legal purposes. This includes non-personalised data such as HTTPS requests, audit data, access logs and upload logs.
- 14.27 SSLP Group Ltd operates a standard Privacy Policy which is publicly available on the website and is subject to change in line with legislative changes. If the Client requires a fully white labelled solution, the responsibility of providing a Privacy Policy, Terms & Conditions and Cookie Policy to users of that solution, is that of the Client.

15. GENERAL

- 15.1 Assignment: Except as expressly provided in this Agreement, neither SSLP Group Ltd or the Client may not assign, sub-licence or in any other way transfer to any third party any benefit or obligations under this Agreement, either in whole or in part, without one another's express prior written consent.
- 15.2 Waiver: Failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of such party's rights under this Agreement or otherwise unless set out in writing and signed by both parties.
- 15.3 Amendment: SSLP Group Ltd may unilaterally amend, modify, vary or supplement the Service Level Agreement, but otherwise this Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of the Client and SSLP Group Ltd.
- 15.4 Notices: Notices under this Agreement shall be in writing. Notices to SSLP Group Ltd shall be sent to SSLP Group Ltd.'s Company Secretary at SSLP Group Ltd's registered office from time to time. Notices to the Client shall be sent to the Client address in the United Kingdom as set out overleaf or as the Client may notify to SSLP Group Ltd in writing from time to time. Notices may be sent by first class mail. Correctly addressed notices sent by first class mail shall be deemed to be delivered three working days after posting. Notices may also be provided using Track and Trace, secure email.
- 15.5 Severance: If any provision or part of any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions or provision in question shall not be affected.
- 15.6 Relationship: Nothing in this Agreement shall make either party the agent or partner of the other or give either party the power to bind the other.
- 15.7 Entire Agreement:
- 15.7.1 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this

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Agreement.

- 15.7.2 Without prejudice to clause 15.7.1, each Party warrants to the other that in entering into this Agreement it has capacity and authority to enter into this Agreement and has not relied on, and shall have no remedy in respect of, any statement, representation, warranty, undertaking or promise (whether in writing or not) made by or on behalf of a Party to this Agreement prior to entering into this Agreement except to the extent expressly repeated in this Agreement.
- 15.7.3 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 15.8 Third Party Rights: Nothing in this Agreement shall confer on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 15.9 Jurisdiction: This Agreement, its interpretation and any dispute under or in connection with it (including non-contractual disputes) shall be governed by and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English Courts.
- 15.10 Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement, if the delay or failure was due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond a party's reasonable control: strikes, lock-outs, shortages of labour or raw materials, civil commotion, riot, invasion, act or threat of terrorism, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.
- 15.11 Escrow: The Client will have no right to receive any source code with respect to any Software. If the Client reasonably requests that the source code be placed in escrow, SSLP Group Ltd will, within 60 (sixty) days of the Client's request and at the Client's cost, following payment by the End User, deposit the source code in escrow with the National Computing Centre ("NCC") or such other third party as the parties shall agree in writing ("Escrow Agent") pursuant to NCC's standard escrow agreement or materially equivalent terms ("Escrow Agreement"). All set-up and on-going costs associated with the said escrow arrangement shall be paid by The Client.
- 15.12 Third-Party Software: By accepting the terms and conditions laid down in this Licence the Client also agrees to be bound by the terms and conditions, if any, of third-party software supplied by SSLP Group Ltd, that may be brought to The Client's attention from time to time.

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APPENDIX 1 Service Level Agreement (SLA)

NOW IT IS HEREBY AGREED as follows:

1. Administrator/General Support

Telephone support is restricted to client administrators only.

All administrator calls should be directed to SSLPost's Administrator Support Centre: **0333 444 1936**

This telephone line is manned between 8am and 4pm, Monday to Friday (excluding public holidays)

User support enquiries should be sent via email to support@sslpost.com.

Email support is available Monday - Friday, 9am – 5pm (excluding public holidays)

We aim to respond to all telephone/email support requests (covering SSLPost, SSLP Group Ltd & other related services) made through SSLPost Helpdesk as follows:

SSLPost will provide services to respond to Client service, technical questions and enquiries. SSLPost Client Service Advisors will be knowledgeable with an appropriate level of technical and communication skills supported by both internal Technical Support and Operations staff. They will aim to assist and resolve issues effectively and efficiently keeping you informed on the status of service provision, what has been done and any further work required until the specific case is closed.

Such personnel shall be contactable via the appropriate telephone number and email **to client administrators only.**

Administrator support line: **0333 444 1936**

Email: support@sslpost.com

The following information will be required when reporting a support issue for investigation:

- Company Name
- Authorised person's contact name
- Description of the nature of the problem/request
- A screenshot detailing any error messages received, along with the URL of the specific page in question
- Email address, contact telephone number and an alternative contact number if possible

SSLP Group Ltd will provide the Client with a unique case reference number or (email ID), acknowledgment of the issue/request and an estimated resolution time where possible/required.

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2. Internal Support Turnaround Times (based on workload to date)

Classification	Step 1 (Acknowledgement)	Step 2 (Resolution)
Email	Instant Auto responder confirming receipt of request	Communicate with Client within 24 hours either with resolution or with timetable.
Phone	Answer call within 30 seconds or diverted to answer machine.	Possible email request if more information required (screenshots). Contact client within 24 hours with a resolution or timetable, if required.

3. Internal Support Lines process

All calls to our Client Service/Administrator Support Team are forwarded onto individual members of our Client Service team.

Telephone lines are only for the use of company Administrators and not for end users.

Users will be asked to email their query to support@sslpost.com.

If this is not answered by the individual within 30 seconds, the call is then diverted to answer machine.

4. Internal Support Turnaround times for Incidents

If contacted by a Client, SSLP Group Ltd will provide them with a unique case reference number via its helpdesk ticket management software. This will be communicated to the Client by email. We will respond within 24 hours of the support request, depending on the severity of the issue raised.

The following information will be needed when a status update is required by the Client on any previously reported incident:

Company Name and Authorised person's contact name
Case reference number or (email ID)

On successful resolution of the incident, the case will be closed. This issue will be stored for any future reference within the email/ticketing system in place, so we can track patterns in service enquiries.

5. Incident Severity Tables

For the purpose of prioritising and escalating SSLP Group Ltd faults, faults will be categorised as follows; Critical, Serious, Moderate and Minor.

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Table 1

Classification	Description
Severity Level 1 (Critical)	<ul style="list-style-type: none">• Service is at a standstill – the SSLP Group Ltd System is unavailable• Inability to send secure emails• Issues with a third-party supplier (critical to processing)
Severity Level 2 (Serious)	<ul style="list-style-type: none">• Services are significantly impaired and key business processes, such as ability to send secure emails and payslips cannot be conducted without significant delay, but systems are still available• Inability to process emails/payslips for a short period or for a section of Client base• Internal email or telephone systems are unavailable
Severity Level 3 (Moderate)	<ul style="list-style-type: none">• Other services such as support or customisations cannot be carried out without significant delay, but all systems are operational.• Issues with a third-party supplier (non-critical)
Severity Level 4 (Minor)	<ul style="list-style-type: none">• Integration and test/development system issues, minor incidents and enquiries• Queries regarding accounts or problems to access• Cosmetic impact if in relation to Client customisation

The target time for SSLP Group Ltd to respond to all faults is outlined in Table 2, the target time being from fault notification by Client or SSLP Group Ltd. SSLP Group Ltd will update the Client at the target interval indicated until a solution is found.

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Table 2

Classification	Step 1 (Identify Source)	Step 2 (Resolution)	Step 3 (Permanent Fix)	Third Party
Level 1 (Critical)	60 minutes	Acknowledge and communicate incident to Client via 'Incident Report'. Immediate and continuing efforts but in no event more than 2 hours to update 'Incident Report' and no more than 3 hours for a Temporary Fix to resolve the issue.	Within 1 calendar day	Within 3 days with at least daily updates.
Level 2 (Serious)	60 minutes	As above 4 hours	Within 5 calendar days or to an agreed schedule	Within 1 week daily updates
Level 3 (Moderate)	5 hours	1 calendar day	Within 5 calendar days or to an agreed schedule	Weekly updates with demonstrable progress at each update
Level 4 (Minimal)	1 business day	On a time-available basis	On a planned scheduled basis	On a planned and scheduled basis as part of development cycle

6. Failover

In the event of any system issues SSLP Group Ltd will manually fail over to a back-up system that will also allow continued functioning of the service.

The following shall define the actions to be taken in relation to the problem's assigned Severity Level:

- We will provide our Clients with a case number and inform them of the Severity Level of the support request via email.
- All inbound enquiries to the SSLP Group Ltd helpdesk will be responded to either via an email or with a case number (email ID).
- We may also contact the Client at this stage or at any further time since the incident has been reported to SSLP Group Ltd to request more information or to discuss the problem in more detail.
- If we are unable to speak to them directly, we will send an email either requesting more information or requesting that they contact us.

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Step 1 represents the acknowledgement of the problem and the beginning of the information gathering process. SSLP Group Ltd will identify and notify the Client of the problem.

Step 2 represents the target time frame during which the issue is to be actively addressed and a temporary fix, patch, correction or work-around is provided. The goal will be to provide a fix or a work-around for a problem as soon as possible. Critical problems will be worked on continually until a satisfactory problem resolution can be reached. This will be notified in the form of an 'Incident Report'.

Step 3 represents the target time within which a permanent solution will be available which meets SSLP Group Ltd quality standards.

Third Party represents the target time within which a solution to an issue caused by an SSLP Group Ltd third-party supplier will be resolved.

Any Security related fault that is brought to the attention of SSLP Group Ltd will be prioritised as critical & the Information Security Management System (ISMS) Team will be informed immediately of the situation.

The Client shall provide SSLP Group Ltd with the main single point of contact in their company in and out of normal working hours, so that SSLP Group Ltd can provide appropriate communication on to their business. Failure to do so may hinder SSLP Group Ltd to communicate appropriately to the authorised people within their business. *Incident Reports* will be issued and communicated to all authorised contacts provided by the Client unless otherwise stated.

Caveat: Any bug or development issue that results in loss of service, or any identified security vulnerability, will be treated as a Moderate, Serious or Critical issue (depending on the nature of the issue) and will be treated as an incident (as described earlier in the document). Outside of this the scope are items such as cosmetic changes (that do not result in a loss of service) where discussions should take place between both parties to agree the best resolution.

7. Escalation

Incidents reported to SSLP Group Ltd Helpdesk will be escalated in line with the details below. SSLP Group Ltd management will be made aware of issues according to the above timeframes. Elapsed time represents the number of clock hours that has passed since the issue was first classified by SSLP Group Ltd and notification emailed to the Client. Resolution is deemed if a temporary fix is created.

If you need to escalate your query

Escalation process outlined below is to be followed:

- **Support Member** – If incident is not resolved within target time, Support Manager will be made aware.
- **Support Manager** – If Level 1 or 2 are not resolved within 2 hrs of target time; Level 3 within 12 hrs of target resolution time.

8. Development & Bug Fixes

A formal process for the reporting of bugs and the request of additional functionality will operate as follows:

Client/Agent to submit requirements in writing (authorised client personnel only) and submit to support@sslpost.com.

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Client/Agent dialogue may take place following review of request. Once requirements established, an internal review takes place to determine the rough scope of the project and approximate man-days to implement.

A formal communication of the required change will be sent from Support to the Project Lead(s) at SSLP Group Ltd via appsupport@sslpost.com which will be entered onto the ticket management software.

The SSLP Group Ltd Project Lead will reply to the Client/Agent within 5 working days with details of the work, including:

- Man days of effort for development and test
- The test plan for the required work
- The SPRINT cycle within which the work will be carried out
- Any associated costs for the Client.

The Client/Agent will reply within 5 days to the SSLP Group Ltd Lead to confirm if the work is acceptable and they wish to proceed. Discussions can be had at this stage if multiple projects should be combined into one set of work (NB: after 5 days, the development slot might no longer be available).

SSLP Group Ltd will undertake the work as directed with continuous communication between Development Project Teams:

- Once development and internal testing is complete, SSLP Group Ltd will upload to the externally visible test platform and re-run tests there.
- When accepted, the SSLP Group Ltd Project Lead will send release documentation, including completed test script results, to the Client/Agent.
- The Client/Agent will confirm functionality of new code on the test environment within 5 days of upload.
- The SSLP Group Ltd Project Lead and Client/Agent will then agree a release date/time for the change
- A formal written request of a release to live will be sent from the Client/Agent to the SSLP Group Ltd Project Lead.
- SSLP Group Ltd will perform the upgrade at the agreed date and time and re-run the test scripts. Any issues will result in an immediate roll-back to the previously live environment.
- The SSLP Group Ltd Lead will communicate the results of the release to all Client/Agent teams, along with final test results.
- The Client/Agent will respond to the SSLP Group Ltd Lead on the same working day to confirm the change is accepted. If no response is received the system will be rolled back to the previous live environment.

9. Service Availability

SSLP Group Ltd minimum acceptable system availability for our Clients is 99.6%.

This is equivalent to 99.5% (3.65 hours/month) per Client site reference, based on a 30-day rolling month.

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10. Termination of Service

Following written termination from the Client and on receipt of the settlement of outstanding invoices, SSLP Group Ltd will assist the Client in migrating to another service, including the transfer of historic data. If the Client requests any development work this may be charged for separately and in agreement with the Client.

Scheduled outage for system maintenance previously communicated to the Client is not to be included in the above determination of the system availability for the calculation of the system availability. SSLP Group Ltd will provide Clients with a minimum of 4 days' notice for any planned maintenance. There may be occasions when SSLP Group Ltd will be forced to perform unscheduled maintenance to its systems. This could be due to change of law, process, industry regulation, compliance with data security standards and any other regulations which SSLP Group Ltd is required to comply with. Unscheduled system maintenance could also be necessary in conjunction with a security breach, data compromise or any other threat to data security. We take every reasonable measure to protect ourselves against such incidents and seek to minimise any impact but are unable to include these in the determination.

11. How we will contact you

We will receive inbound queries from you, either by telephone or email. We will in all instances respond with an email with a unique case number (email ID) relating to the specific incident reported. In addition, we may also use other methods of communications where we believe that this will result in a fast and accurate response to your support request.

12. General Disclaimer

SSLP Group Ltd does not control the availability of Client ISP's, Client networks or third-party networks. System will not be deemed unavailable if the source of the problem lies within the Client ISP or networks that SSLP Group Ltd relies on to deliver our service provision to the Client. Please note that after full debrief and investigation by SSLP Group Ltd concludes that an issue due to 3rd party error beyond our control affecting the service provision to our Clients. SSLP Group Ltd will endeavour to source written confirmation and acknowledgement of the fault from the 3rd party and supply the correspondence to the Client.