

TERMS AND CONDITIONS

FOR A SUBSCRIPTION TO USE A SYSERO SYSTEM

BY

Sysero Ltd

Dated: {{date}}

1. DEFINITIONS

In this document the following words shall have the following meanings:

- a. "Affiliate" includes each and any related entity of the Customer;
- b. "Business Days" means Monday to Friday, UK time, except English bank holidays;
- c. "Authorised Agent" means each and any agent, employee, contractor or sub-contractor of the Customer or any Affiliate;
- d. "Customer" means {{clientName}}
- e. "Documentation" means any operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable form for the Software;
- f. "Delivery Date" is defined in the Specification Document;
- g. "Maintenance Release" means a release of the Software, which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version;
- h. "Modification" includes any modifications or additions to the Software that are not Maintenance Releases or New Versions;
- i. "New Version" means any new version of the Software, which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;
- j. "Software" means the Solution defined in Schedule 1 and any Modifications, New Versions and Maintenance Releases subsequently incorporated into the Software;
- k. "Subscription Fees" means the subscription fees payable by the Customer to the Supplier as set out in Schedule 1;
- l. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property rights in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights wherever in the world enforceable;
- m. "Project Services" are defined in the Specification Document.
- n. "Out of Scope" is defined as Project Services not listed in Schedule 1.
- o. "Support Services" are defined in clause 5.
- p. "Maintenance Services" are defined in clause 6.
- q.

"Services" means Project Services and Support Services provided by the Service & Support Organisation to the Customer under this agreement.

- r. "Specification Document" means Schedule 1;
- s. "Initial Subscription Term" means the initial term of this agreement as set out in Schedule 1.
- t. "Renewal Period" the period described in clause 13.a.
- u. "Subscription Term" has the meaning given in clause 13.a (being the Initial Subscription Term together with any subsequent Renewal Periods).
- v. "Service & Support Organisation" means the organisation nominated by the Supplier pursuant to clause 5, which, at the time of the execution of this agreement, is {{partnerName}} {{partnerAddress}};
- w. "Support Contact" means the people nominated by the Customer pursuant to clause 5.
- x. "Supplier" means Sysero Limited of Henwood House, Ashford, Kent TN24 8DH, Company Number 06161250.
- y. "Public User" means a user who is not registered within Sysero and who may only enter information via an anonymous Sysero web form.
- z. "Restricted User" means a user who is not an employee of the Customer but who can be granted access to edit individual transactions and records. Restricted Users cannot login to the Sysero system via a username and password or a third party system
- aa. "Sysero Token" means a prepaid, non-transferable usage credit representing one (1) standardized unit of computational resources for accessing Provider's LLM services and micro-services via the platform's chatbot interface. Token consumption is calculated based on the wholesale cost of LLM tokens, RAG operations, and associated service calls required to process each request-response cycle. The number of Sysero Tokens consumed per interaction may vary depending on fluctuations in wholesale costs of underlying LLM services and the computational complexity of each request. Tokens are non-refundable and consumed in whole units.
- bb. "Registered User" means a user who has access to the Sysero server via the web interface.
- cc. "Enterprise User" means a Registered User who has access to any of the following: Sysero for Office; integration with third party applications such as DMS, e-signing and Large Language Models (AI); rights to manage users and roles; ability to view dashboards; or can create or access reports.
- dd. "Designer" means a Registered User who can manage and edit users, roles, forms, workflows, emails, dashboards, reports, data actions, job schedules, wiki pages, images and automated documents with Sysero Template Builder.

2. GENERAL

- a. The Supplier has developed a software platform for the purpose of providing the Services as specified in Schedule 1.
- b. The Supplier offers services to support and maintain the software platform, and will, pursuant to the terms and conditions of this agreement:
 - (a) provide the Software to the Customer by the Delivery Date;
 - (b) provide Documentation to the Customer.

3. PAYMENT

- a. The Customer shall pay the Service & Support Organisation, by electronic transfer or cheque payable to {{partnerName}} the Subscription Fees.
- b. Invoiced amounts shall be due and payable within 30 days after receipt of invoice.
 - (a) The Service & Support Organisation shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2.00% per annum above the base rate of the Bank of England.
 - (b) Sysero Ltd reserves the right to withhold access to websites and services in the event of late payment.

4. SPECIFICATION OF THE SOFTWARE

- a. The Supplier shall, during the Subscription Term, provide the Software and make available the Documentation to the Customer on and subject to the terms of this agreement.
- b. For the avoidance of doubt, except as set out in this agreement, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of this agreement unless otherwise agreed by the parties in writing.

5. SUPPORT SERVICES

- a. The Partner shall supply the Support Services as described in this clause to the Customer.
- b. The Support Services shall be provided during the standard business working day excluding public holidays in England.
- c. The Support Services consists of:
 - (a) the the Partner providing first line, technical support to the Customer's Support Contacts via the telephone including remote diagnosis and instructions for correction of faults.
- d. The Customer shall nominate no more than 2 Support Contacts who may report faults to the Support Manager which the Customer has categorised as either:
 - (a) Level 1: critical impact, the Software is not usable;
 - (b) Level 2: major impact, important parts of the Software are not usable;
 - (c) Level 3: minor impact, the use of the Software is not seriously affected; or
 - (d) Level 4: no impact, some issues have been raised about the Software functionality.
- e. The the Partner shall acknowledge the call within the following timeframes:
 - (a) Level 1 category: within 2 hours;
 - (b) Level 2 category: within 4 hours;

- (c) Level 3 category: within 12 hours; and
- (d) Level 4 category: within 72 hours.

6. MAINTENANCE SERVICE

- a. The Supplier shall notify the Customer, in writing whether, in its opinion, a Modification, Maintenance Release or New Version is necessary.
- b. If the Supplier notifies the Customer pursuant to 6a, then the Customer must, within 15 Business Days after the notification, notify the Supplier, in writing, whether the Modification, Maintenance Release or the New Version should be installed at the Customer's premises.
- c. If the Customer notifies the Supplier pursuant to clause 6b that the Modification, Maintenance Release or New Version should be installed at the Customer's premises, then the Supplier shall within 10 Business Days after the Customer's notification, install the Modification, Maintenance Release or New Version at the Customer's premises.

7. CUSTOMER'S OBLIGATIONS

- a. To enable the Supplier to perform its obligations under this agreement, the Customer shall use commercially reasonable endeavours to:
 - (a) co-operate with the Supplier to the extent that it is reasonably necessary and does not commit the Customer to the provision of resources or cost not expressed in the Specification Document;
 - (b) allow centralised logging of the usage of the Software for the purposes of monitoring security violations, error reporting and subscription license adherence; and
 - (c) provide details of any configuration change made by the Customer, within the Software;
 - (d) provide details of any environmental changes that may affect the server or client software's ability to access the Software;
 - (e) provide the Supplier with secure remote access via the Internet to required servers;
 - (f) provide the Supplier with a test environment for systems integration testing complete with test data that may be altered without consequence;
 - (g) provide the Supplier with any information reasonably required by the Supplier;
 - (h) obtain programmatic access to data subscription sites for the purposes of developing the Software; and
 - (i) comply with such other requirements as may be set out in the Specification Document or otherwise agreed in writing between the parties.
- b. The Customer shall pay the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with clause 7a only if the Supplier gives prior written notice of at least 5 Business Days to the Customer that the expense must be incurred for the Supplier to comply with the Specification Document and the Customer has agreed to those costs in writing.
- c. The Customer shall not access, store, distribute or transmit any malware, or any material during the course of its use of the Software that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;

- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;
 - (g) and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- d. Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates this agreement, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier is legally bound to pay only if the Supplier has given prior written notice of at least 3 Business Days of any third party costs and the Customer has agreed to those costs in writing.

8. ALTERATIONS TO THE SPECIFICATION DOCUMENT

- a. The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. The Supplier shall, within 5 Business Days after receipt of a request for alteration, or such other period as may be agreed between the parties in writing, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and on any other terms and conditions in this agreement.
- b. Where the Supplier gives written notice to the Customer agreeing to perform any alterations, the Customer shall, within 5 Business Days after receipt of the notice or such other period as may be agreed between the parties in writing, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- c. Where the Supplier gives written notice to the Customer agreeing to perform alterations, and the Customer confirms in writing that it wishes the alterations to proceed, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this agreement upon the basis of such amended terms.

9. WARRANTY

- a. The Customer may cancel the subscription at any time within the first 90 days of the Initial Subscription Term and receive back any Subscription Fees already paid.
- b. The Supplier warrants that it has the right to licence all rights in and to the Software to the Customer.
- c. The Supplier warrants that the Services performed under this agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- d. The [Partner Support Contract?] will perform the Services in a professional and competent manner and any Software supplied will be fit for any purpose disclosed in the Specification Document.
- e. The [Partner Support Contract?] will deliver the Project Services specified in the Specification Document only. Where work that is Out of Scope is requested, this will be specified, quoted and invoiced under a separate agreement.
- f. Except as expressly stated in this agreement and subject to law, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Software and Services.

10. INDEMNIFICATION

- a. The Supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Software or Services.
- b.

From the date of signature of this agreement and for a subsequent period of 5 years, the Supplier shall maintain in force with a reputable insurance company professional indemnity insurance in an amount not less than £500,000 and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11. LIMITATION OF LIABILITY

- a. Nothing in this agreement excludes or limits either parties' liability for:
 - (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
 - (b) fraud or fraudulent misrepresentation by it or its employees; or
 - (c) any other act, omission or liability which may not be limited under applicable law.
- b. Subject to (a) above and subject to any express contractual terms and conditions of this agreement, in no event shall the Customer or the Supplier be liable to the other party for any indirect or consequential damages, including but not limited to the loss of use, profit, anticipated profit or revenue or for business interruption, arising out of or in connection with this agreement, however caused.
- c. Subject to (a) above, the Customer's total aggregate liability for any default in complying with its obligation under this agreement (other than a failure to pay any of the Subscription Fees and any other agreed fees that are properly due and payable for which the Customer shall remain liable in full) shall in no event exceed 100% of the annual Subscription Fees.
- d. Subject to (a) above and (e) below, the Supplier's total aggregate liability for any default in complying with its obligation under this agreement shall in no event exceed £500,000.
- e. The limitation of liability in this Clause 11 does not apply to the Supplier's obligations under Clause 10 (Indemnification).

12. PRIVACY, SECURITY AND CONFIDENTIALITY

- a. The parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties and Affiliates in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any party shall be deemed disclosure of such confidential information by such party, which party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for a period of 5 years.
- b. The Supplier shall maintain high security standards and a high level of confidentiality when performing its duties under this contract in accordance with "Sysero Privacy, security and confidentiality policy", available on our website.

13. TERM AND TERMINATION

- a. This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Delivery Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:
 - (a) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of this agreement;
- b. and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.
- c. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:
 - (a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (f) the other party ceases, or threatens to cease, to trade; or
 - (g) there is a change of control of the other party within the meaning of section 1124 of the Corporation Tax Act 2010; or
 - (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- d. On termination of this agreement for any reason:
 - (a) all licences granted under this agreement shall immediately terminate;
 - (b) each party shall return and make no further use of any Software, equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - (c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

14. INTELLECTUAL PROPERTY RIGHTS AND SOFTWARE LICENCE

- a. All Intellectual Property Rights in the Software created by the Supplier shall (unless otherwise agree) be the absolute property of the Supplier.

- b. Any custom user interface designs and styles created specifically for the Customer shall remain the Intellectual Property of the Customer.
- c. Any Customer data uploaded to the Software or Supplier's platform shall remain the Intellectual Property of the Customer to which Supplier does not acquire any rights or title.
- d. The Supplier grants to the Customer and its Affiliates a non-exclusive, worldwide licence to use the Software and the Documentation within the specified Term. The license also applies to Restricted Users (typically the Customer's clients).

15. SYSTEM MONITORING AND ALERTING

- a. Sysero operate a remote monitoring system that records information on the usage and operation of the Software by sending encrypted information to the Suppliers Internet hosted monitoring software. No Customer entered information or personal information is sent via this system.
- b. The Software's system monitoring may periodically send information back to the Supplier including, but not limited to:
 - (a) the URL used to access the system;
 - (b) the total number of users who have been registered the system;
 - (c) the total number of users who have accessed the system in the last 3 months (Active Users);
 - (d) the number of Registered Users who have accessed the system in the last 3 months (Active Registered Users);
 - (e) the installed version of the Software;
 - (f) the number of unarchived transactions (Live Records); and
 - (g) The date of data collection.
- c. The Supplier may request that the Customer allow the Software access to <https://www.sysero.com> for the purposes of system monitoring and alerting at least once during each Renewal Period. The Supplier will inform the Customer of successful connection between the Software and the Suppliers monitoring system.
- d. On termination of this agreement as defined by clause 13.a., the Supplier may use the monitoring system to turn on user alerts or suspend use of the Software.

16. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, war, fire, the act or omission of government or other competent authority, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

17. INDEPENDENT CONTRACTORS

- a. The Supplier and the Customer are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the Services only if the Supplier provides the Customer, in writing, with 5 Business Days prior written notice including the details of the subcontractor.

- b. In case as a result of the discussion the Customer does not agree with the Supplier's choice of sub-contractor, the Customer is entitled to terminate the agreement with a 90-days of prior notice. In the latter case the Customer shall reimburse the Supplier with the proportional part of the costs associated with the use of Software, meaning, the proportional part of the Subscription Fees until termination.

18. ASSIGNMENT

- a. Neither party shall be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the other party.

19. SEVERABILITY

- a. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

20. WAIVER

- a. The failure by either party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

21. NOTICES

- a. Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as agreed between the parties in writing , and if sent by email shall unless the contrary is proved be deemed to be received on the next Business Day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post unless the contrary is proved.

22. ANNOUNCEMENTS

- a. The parties shall issue a press release in agreed form within 4 weeks after the date of this agreement.

23. ENTIRE AGREEMENT

- a. This agreement forms the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both parties.

24. NO THIRD PARTIES

- a. Nothing in this agreement is intended to, nor shall it confer any rights on a third party.

25. GOVERNING LAW AND JURISDICTION

- a. This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

1. CUSTOMER

Name: {{clientName}}

Address: {{clientAddress}}

2. INITIAL SUBSCRIPTION DATE

{{deliveryDate}}

3. SOFTWARE

Sysero {{projectName}}

4. SUPPLIER

Name: Sysero Ltd

Address: Henwood House, Ashford, Kent TN24 8DH, Company Number 06161250

5. PROJECT SERVICES

None.

6. SUBSCRIPTION FEES

{{applicationDescription}}

The Subscription Fees shall amount to a total of {{currency}} {{finalTotal}} for a {{config}}, {{registeredUsers}} Registered Users, {{designerLicenses}} Designer Licenses and {{enterpriseUsers}} Enterprise Users.

The Subscription Fees shall be payable in respect of the first three annual Subscription Terms entered into by the Customer i.e. the Initial Subscription Term and two subsequent Renewal Periods entered into in accordance with clause 13.a of this Agreement. Thereafter, the Subscription Fees shall not increase more than the Bank of England Base Rate plus 2% when compared to the proceeding annual Subscription Fee.

7. INITIAL SUBSCRIPTION TERM:

{{initialSubscriptionTerm}}

SCHEDULE 2

DATA PROCESSING

1. DEFINITIONS

- a. "Contract" means the standard terms and conditions for a subscription to use a Sysero system, entered into between the Customer and Supplier;
- b. "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" "Special Category Data" and "processing" are as defined in the UK GDPR;
- c. "Commissioner" means the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018);
- d. "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
- e. "Processed Data" means the personal data described in the Annex to this Schedule 2;
- f. "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

2. DATA PROTECTION OBLIGATIONS

- a. The Parties shall comply with all applicable requirements of the Data Protection Legislation. This Schedule 2 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- b. The Parties agree and acknowledge that for the purpose of the Data Protection Legislation The Customer is the Controller and The Supplier is the Processor for the purposes of the Processed Data described in the Annex to this Schedule 2 and the provision of the Services.
- c. Even if Controller, in practice, is processing Processed Data on behalf of its customers (i.e. is acting as a data processor to its clients and Processor thereby is a so-called sub-processor), the Parties are nevertheless defined as Controller and Processor, respectively, in this Schedule 2.
- d. The Processor shall not by actions or omission of actions put the Controller in a situation where the Controller is in breach of any provision in the applicable Data Protection Legislation. The Controller has the right to instruct the Processor to make changes to systems and routines in accordance with the Contract.
- e. The Processor shall in relation to the Processed Data:
 - (a) process that Processed Data only on the documented written instructions of the Controller, unless the Processor is required by applicable laws to otherwise process that Processed Data. Where the Processor is relying on applicable laws as the basis for processing Processed Data, the Processor shall promptly notify the Controller of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Processor from so notifying the Controller on important grounds of public interest. The Processor shall immediately inform the Controller if, in the opinion of the Processor, the instructions of the Controller infringe Data Protection Legislation;
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Processed Data and against its accidental loss, damage or destruction and inter alia as appropriate:
 - a) the pseudonymisation and encryption of Processed Data;

- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c) the ability to restore the availability and access to Processed Data in a timely manner in the event of a physical or technical incident; and
 - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (c) ensure that Processed Data is kept securely separated from any other data Processed by the Processor;
- (d) ensure and procure that that all personnel who have access to and/or process Processed Data are obliged to keep the Processed Data confidential and are familiar with this Schedule 2 and are subject to its terms and conditions. The duty of confidentiality shall also apply to other data of significance for information security. The duty of confidentiality also applies after termination of the Contract;
- (e) promptly assist the Controller, at the Processor's expense, in responding to any request from a Data Subject and in ensuring compliance with the Controller's obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Processor shall promptly (and no later than 48 hours) notify the Controller if it receives any complaint, notice or communication (whether from the Commissioner, any Data Subject, supervisory authority or other third party) which relates to processing of Processed Data;
- (f) notify the Controller without undue delay (and no later than 48 hours) after becoming aware of a Personal Data Breach and on suspecting the same, the Processor shall promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for notification to the Processor under this paragraph and shall provide a copy of this initial assessment along with such notification;
- (g) at the written direction of the Controller, delete or return to the Controller all Processed Data on termination or expiry of the Contract, and certify to the Controller in writing it has done so, unless the Processor is required by applicable laws to continue to process that Processed Data, in which case the Processor shall promptly notify the Controller, in writing, of what that applicable law is and shall only be permitted to process that Processed Data for the specific purpose so-notified, and all other requirements set out in this paragraph 2 shall continue to apply to such Processed Data notwithstanding the termination or expiry of the Contract for as long as such Processed Data is processed by the Processor. For the purposes of this paragraph the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems. If returned, the data shall be returned in a standardised format and medium along with necessary instructions to facilitate the Controller's further use of the data; and
- (h) maintain adequate records, and, on the Controller's request, make available such information as the Controller may reasonably request, and allow for, contribute to and submit its operations to audits, including inspections, by the Controller or the Controller's designated auditor, to demonstrate its compliance with Data Protection Legislation and this Schedule 2. Each party shall carry its own costs for the audits. In case any infringements and deficiencies are detected during an audit, the Processor shall rectify the detected infringements and shortcomings without delay – for the aforementioned, the Processor shall compose a time schedule and an implementation plan which shall be forwarded to the Controller. After the Processor has implemented the plan for the elimination of the deficiencies discovered during the audit, the Controller is entitled to conduct a subsequent inspection to make sure the deficiencies are removed. In case the subsequent inspection shows that the deficiencies have not been removed, the Processor shall pay the full costs, for both parties, of the auditor and for the audit as well as for the subsequent inspection. If the security audit reveals any unforeseen use of the information system, this shall be treated as a Personal Data Breach. The result of the security audit shall be documented.

The Controller hereby consents to the use by the Processor of any of the sub-processors or categories of sub-processor specified in the Annex to this Schedule 2.

- g. The Processor shall not, without the prior written consent of the Controller (and in any event subject to the Processor providing the Controller with reasonable evidence that such activity is being undertaken in full compliance with Data Protection Legislation):
 - (a) subject to paragraph 6 below, appoint or replace (or change the terms of the appointment of) any other processor in relation to Processed Data or transfer any Processed Data to the same; or
 - (b) carry out, via itself or via any other processor, any processing of Processed Data, or transfer any Processed Data, outside of the UK, including processing Processed Data on equipment situated outside of the UK.

3. RESTRICTIONS ON USE

- a. The Processor shall only process Personal Data upon the instructions from the Controller, and the Processor shall not Process Personal Data beyond what is necessary to fulfil its obligations toward the Controller under the Contract. The Controller will identify all Personal Data that will be captured in Sysero forms, and use the features in the software to identify fields as containing Personal Data.
- b. The Processor shall ensure that Personal Data is not disclosed to any third party unless instructed to do so by the Controller and in accordance with the terms of this Schedule 2.
- c. The Processor shall not acquire any right, title or interest in any Personal Data disclosed by the Controller to the Processor during the Processor's fulfilment of the Contract.

4. INFORMATION SECURITY

- a. The Processor shall by means of planned, systematic organisational and technical measures ensure satisfactory information security with regard to confidentiality, integrity and accessibility in connection with the Processing of Personal Data in accordance with information security provisions in applicable Data Protection Legislation, hereunder:
 - (a) implement measures to prevent incidental or illegal destruction or loss of Personal Data, non-authorised access to or distribution of data as well as any other use of Personal Data which is not in compliance with any instructions given by the Controller;
 - (b) prevent unauthorised access to physical locations and equipment used to process Personal Data on behalf of the Controller;
 - (c) ensure that access to systems and information is only granted to authorised staff when needed;
 - (d) prevent unauthorised access to systems and information;
 - (e) register and log any discrepancies with regard to information security, hereunder to log and document any attempt of unauthorised access and other Personal Data Breaches and in accordance with the terms of this Schedule 2. Such documentation shall be stored for at least 3 months;
 - (f) log authorised use of the information system, and to store the logs for at least 3 months;
 - (g) prevent that the Processor's personnel or systems consciously or unconsciously causes unwanted security related unwanted incidents towards the Processors own undertaking or other undertakings or private individuals;
 - (h) delete information in accordance with instructions from the Controller, and to establish routines to delete information when it is no longer necessary for the purpose of the Processing of the Personal Data. The routines shall be provided to the Controller for approval and be complied with unless the Controller submits other instructions.

5. DOCUMENTATION OF SECURITY MEASURES

- a. To achieve satisfactory information security, the Processor shall document the data system and the security measures. Routines for using the information system and other data of significance for data security shall be documented.
- b. The documentation shall be stored for at least 5 years from the time the document was replaced with a new, current version.
- c. Records of authorised use of the information system and of attempts at unauthorised use shall be stored for at least 3 months. The same shall apply to records of all other events of significance for data security.
- d. The documentation shall be available for the Controller and the data protection authorities.

6. USE OF SUB-CONTRACTORS

- a. To the extent the Processor wishes to use sub-contractors to fulfil the obligations according to the terms of this Schedule 2 the Processor shall enter into a Data Processing Agreement with the sub-contractor with identical provisions as in this Schedule 2. The Processor shall enter into the agreement with the sub-contractor in the Processor's own name.
- b. Such sub-contractor shall be subject to written approval by the Controller prior to the sub-contractor having access to any Processed Data. The Processor shall maintain the following documentation regarding its sub-contractors: the sub-contractors' name, contact person, postal address, e-mail address, geographical location for processing of Processed Data and the Data Processing Agreement concluded between the Processor and the sub-contractor. The documentation shall be available for the Controller upon request.
- c. The Processor shall bear the responsibilities for the sub-contractor's acts and omissions as if they were the Processor's own.
- d. The Processor shall not use any sub-contractor that will process the Processed Data outside of the UK.

Annex - Processing, Personal Data and Data Subjects

Duration of the Processing	The duration of the Contract.
Nature and purposes of Processing	To perform The Supplier's obligations under this Contract.
Types of Personal Data	Names Addresses Email addresses Telephone numbers Client and matter numbers Matter descriptions Personal Data (and in some cases Special Category Data) relating to the Controller's clients which is included in documentation created via the Sysero system
Categories of Data Subject	The Controller's personnel The Controller's clients (individuals, and individuals of corporate clients)
Sub-processors / categories of sub-processor	Amazon Web Services Microsoft Azure

Signed for and on behalf of Sysero Ltd

Signature: _____

Name: Phil Ayton

Position: Director

Date: {{date}}

Signed for and on behalf of {{clientName}}

Signature: _____

Name: _____

Position: _____

Date: {{date}}