

SOFTWARE AS A SERVICE AGREEMENT – EXISTING CUSTOMER

PART 1 – SERVICE ORDER FORM



PARTIES	TechnologyOne	Technology One UK Limited (Company Number 05234413) Third Floor, Chatsworth House, 29 Broadway, Maidenhead Berkshire SL6 1LY, United Kingdom
	Scientia	Scientia Ltd , registered in England and Wales under Company Number 2309407 whose registered office is at Fourth Floor Abbots House, Abbey Street, Reading, Berkshire, England RG1 3BD
	Customer	[Name and Company Number] of [insert address]

TERM	Commencement and Renewals	Commencement Date	The date the Customer signs this Service Order Form.
		Initial Period	[insert] years from the [Commencement Date/insert date].
		Rollover Period	The 12 month period commencing on expiration of the Initial Period, and each subsequent 12 month period commencing on an anniversary of that date.
SERVICES	Software Upgrade Services	TechnologyOne agrees to provide the upgrade of the Existing Modules at no charge as set out in the attached SOW 001 (Software Upgrade Services), subject to the assumptions set out in that SOW 001.	
	Cloud Migration Services	TechnologyOne agrees to provide the upgrade of the Existing Modules at no charge as set out in the attached SOW 002 (Cloud Migration Services – Existing Modules), subject to the assumptions set out in that SOW 001.	
	Implementation Services	Customer agrees to purchase Implementation Services as set out in SOW 003 (Implementation Services – Upgraded and New Modules) attached to this Agreement.	
LICENCE	Previous Scientia Agreement	The [agreement title] dated [insert] between the parties, as amended from time to time.	

FEES	The Fees are (£GBP ex VAT):			
	SaaS Fee	The SaaS Fee is payable annually in advance for each year of the Term, on the [Commencement Date/insert date] and each Anniversary Date during the Term. The SaaS Fee will increase each year in accordance with clause 6(e) of Part 2- Standard Terms.	[insert]	
		The Customer will receive a pro-rata credit for prepaid subscription and/or support and maintenance fees under the Previous Scientia Agreement.		
		Year 1 SaaS Fee due and payable on the Commencement Date.	[insert]	
		Year 2 SaaS Fee due and payable on the Anniversary Date	[insert]	
		Year 3 SaaS Fee due and payable on the second Anniversary Date	Year 2 + CPI	
	Software Upgrade Fees	Free of charge subject to assumptions & exclusions set out in SOW 001.	[insert]	
	Cloud Migration Fees	Free of charge subject to assumptions & exclusions set out in SOW 002.	[insert]	
Implementation Services	At TechnologyOne standard time and materials rates as set out in SOW 003.	[insert]		

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PART 1 – SERVICE ORDER FORM



- (a) Under the Previous Scientia Agreement the Customer licensed the Existing Modules on a perpetual basis.
- (b) The parties agree to replace the licences and support and maintenance services under the Previous Scientia Agreement with access to the Modules on the SaaS Platform and the Support and Maintenance Services under this Agreement

TECHNOLOGY ONE UK LIMITED

[CUSTOMER]

Signed: _____
Name: _____
Title: _____
Date: _____

Signed: _____
Name: _____
Title: _____
Date: _____

SCIENTIA LIMITED

Signed: _____
Name: _____
Title: _____
Date: _____

EXECUTION

Annexure A to Service Order Form

The SaaS consists of the following:

1 Description of TechnologyOne SaaS Platform

The SaaS Platform consists of:

- (a) the infrastructure required to host the Modules in the environments set out in the Use Restrictions table below
- (b) infrastructure monitoring, support and maintenance of the SaaS Platform
- (c) a dedicated database schema for data separation and privacy
- (d) database refreshes as set out in the Use Restrictions table below
- (e) a comprehensive anti-virus regime, including real-time scanning
- (f) storage space for the Modules as set out in the Use Restrictions table below, as further detailed in the **SaaS Platform Service Guide**.

2 Replacement of Existing Modules with New SaaS Modules

2.1 The Customer is entitled to continue to use the Existing Modules licenced under the terms of the Previous Scientia Agreement in accordance with clause 2 until those Existing Modules (as relevant) are replaced with the New Modules as set out below.

- (a) following Existing Module will be replaced by the Upgraded Module outlined below after completion of cloud migration activities under SOW 002.

Existing Module	Upgraded Module	Use Restriction (EFTs)
[insert]	[insert]	[insert]
[insert]	[insert]	[insert]

- (b) The following Existing Module has a replacement product available on the SaaS Platform which requires implementation services to be performed under a statement of work in the form of the SOW 003 template attached to this Schedule, executed by the parties.

Existing Module	New Module	Use Restriction (EFTs)
[insert]	[insert]	[insert]
[insert]	[insert]	[insert]

- (c) The following refers to the tables in section 2 above.

"EQUIVALENT FULL TIME STUDENTS" (EFTs) means the total number of students enrolled by Customer in the reference year, expressed in equivalent full time student units, as reported by the relevant competent agency.

Where Modules are subject to a maximum number of EFTs, the Customer is granted an "Enterprise Access Right". An Enterprise Access Right allows the Customer to access to those Modules from an unlimited number of machines by an unlimited number of users (i.e. not restricted to certain named or numbered total users or concurrent users) within the Customer's organisation, subject to the restrictions set out in the Use Restrictions. If the Customer's EFTs increases, the Customer will be required to pay additional SaaS Fees. In such circumstances, TechnologyOne will send an invoice to the Customer for the increase in SaaS Fees and the Customer will be obliged to pay the invoice within the applicable payment terms.

Note: The Use Restrictions are used to calculate the Software as a Service Fee. A change in the Use Restrictions including an increase in the number of EFTs will require an additional Software as a Service Fee to be payable from the date of the change.

In addition to the Use Restrictions for the Modules set out in the table above, the following Use Restrictions apply to the access and use of the SaaS on the SaaS Platform:

Storage	250 GB
Environments	One (1) Production Environment & One (1) Non-Production Environment

Backups	Supplier will create back-ups of Customer Data as set out below and in more detail in the SaaS Platform Service Guide:	
	<u>Customer Data in Production Environment:</u>	
	Creation of Backup	Retention Period
	Hourly backup	7 Days
	Daily backup	4 Weeks
	Weekly backup	3 Months
	<u>Customer Data in Non Production Environment:</u>	
	Creation of Backup	Retention Period
	Daily backup	4 weeks
Database refreshes (per month)	A maximum of one (1) database refresh per month	
Permitted Users	Per Section 2 EFTs	

Note: The Use Restrictions set out in the above table do not apply to any Third Party Products.

Record keeping and Audits: The Customer must, on request by Supplier, conduct a self-audit of the Customer’s use of the SaaS and within 30 days of the request, provide Supplier with written confirmation of the extent of the Customer’s use of the SaaS and whether or not it has exceeded the Use Restrictions. Supplier will be entitled to carry out its audit to verify the extent of the Customer’s use of the SaaS. The Customer must pay an additional fee if it has exceeded the Use Restrictions calculated in accordance with this Annexure A.

3 Support and Maintenance Services

Support and Maintenance Services for the Modules on the SaaS Platform will be provided as part of the SaaS.

1 Provision of SaaS

- (a) Subject to the Customer paying the Fees, Supplier agrees to provide the SaaS for the Term in accordance with this Agreement.
- (b) The Customer may increase the scope of the SaaS or purchase Implementation Services under a SOW or additional services under this Agreement from time to time by mutually written agreement.

2 Termination of Previous Agreement

With effect from the date TechnologyOne completes the migration of the Existing Modules to the SaaS Platform, as set out in SOW 002, the Previous Scientia Agreement is automatically terminated and replaced by this Agreement. Until that date, the Customer will be entitled to continue to receive the support and maintenance services under the Previous Scientia Agreement and to use the Existing Modules licenced under the terms of the Previous Scientia Agreement.

3 Access and Use of SaaS

- (a) Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS and Documentation for internal business purposes during the Term, subject to the Use Restrictions.
- (b) Supplier agrees to ensure that, except to the extent required to supply Support and Maintenance Services, Customer Data will be stored in the United Kingdom.
- (c) The Customer must:
 - (i) perform its responsibilities under the SOW;
 - (ii) not copy, modify or reverse engineer the SaaS;
 - (iii) not use the SaaS in any way not permitted by this Agreement, to engage in Prohibited Conduct or in breach of any law;
 - (iv) ensure only Permitted Users access and use the SaaS;
 - (v) comply with any Third Party Product Terms for any Third Party products made available as part of the SaaS; and
 - (vi) not resupply, sell or rent the use of, or results of the use of the SaaS to anyone outside its organisation.
- (c) The Customer agrees that if the Customer does not:
 - (i) comply with clause 0(c); or
 - (ii) have the hardware, software, telecommunications, systems and internet access reasonably necessary to receive and use the SaaS;
 Supplier may not be able to supply the SaaS, may need to suspend access or the SaaS may not function as intended.

4 Support and Maintenance Services and Updates/New Releases

- (a) As part of the SaaS Fee Supplier will provide the Customer will the Support and Maintenance Services for the Term.
- (b) Supplier may:
 - (i) make changes to the SaaS from time to time, including by making updates and centrally installing new releases, which do not materially reduce the functionality of the Specifications for the SaaS; and
 - (ii) offer new functionality or updates that are not part of the standard offering for an additional charge,
 in accordance with its SaaS Platform Service Guide.

5 Warranties

- (a) Supplier warrants that:
 - (i) the SaaS will function materially in accordance with the Specifications during the Term from the date the SaaS is accepted in accordance with the SOW and will promptly rectify a Defect in accordance with the Customer Support Guide after notification from the Customer; and
 - (ii) it will comply with the Privacy Act as it relates to it providing the SaaS. The Parties agree that if and to the extent that Supplier is processing personal data under this Agreement where Customer acts as a data controller and Supplier acts as a data processor for Customer, each party will comply with its obligations, and will have the rights provided to it, in Part 4 Data Processing Addendum of this Agreement.
- (b) Subject to the above warranty, Supplier makes no representation and gives no warranty that the SaaS will be free from errors and defects, meet any specific requirement or be fit for any purpose not set out in the Specifications.
- (c) The Customer warrants that the Customer has all necessary consents required under the Privacy Act to provide Supplier with any Personal Information which forms part of the Customer Data or the Customer Material, including for Supplier to provide it to a SaaS Infrastructure Provider.

6 Fees and Invoicing

- (a) The Customer must pay the Fees to Supplier.

- (b) If there is a dispute about whether a Fee is payable, the Customer may withhold the disputed amount, but must promptly raise the disputed amount with Supplier and not withhold any undisputed amount.
- (c) Supplier will invoice the Customer from time to time for the Fees.
- (d) Subject to clause 6(b), the Customer must pay an invoice issued under clause 6(c) within 30 days after the date of issue of the invoice.
- (e) The SaaS Fee will increase by CPI each year.
- (f) If the Customer fails to pay any amount payable under this Agreement (except a Fee the subject of a genuine dispute under clause 6(b) above), Supplier may:
 - (i) charge Interest on that amount; and
 - (ii) suspend the provision of the SaaS provided the relevant amount is more than 30 days overdue and Supplier has provided 7 days' written notice of the suspension.

7 Term and Termination

7.1 Term

This Agreement commences on the Commencement Date and continues for the Initial Period and each Rollover Period unless terminated earlier in accordance with this clause 7.

7.2 Termination at end of Initial Period or Rollover Period

Each party may terminate this Agreement by giving at least six months' notice to the other party prior to the end of the Initial Period or a Rollover Period, in which case this Agreement will terminate on expiration of the Initial Period or the then current Rollover Period.

7.3 Termination for breach

If a party commits a material breach of this Agreement and, in the case of a material breach which can be remedied, fails to remedy that material breach within 30 days of receiving notice from the other party requiring it to do so, then the other party may terminate this Agreement immediately on notice to that party.

7.4 Effect of termination or expiry

On termination or expiry of this Agreement:

- (a) the Customer's right to use the SaaS ceases and the Customer must immediately stop using the SaaS;
- (b) Supplier will continue to make a back-up copy of the Customer Data available to the Customer for a period of 30 days, after which Supplier may delete the Customer Data;
- (c) if the Customer requests Supplier to assist in extracting Customer Data and Supplier agrees to do so, the Customer must pay Supplier for assistance on a time and materials basis at Supplier's then current rates; and
- (d) each party must return or destroy all Confidential Information of the other party in its care, custody or control.

8 Dispute Resolution

- (a) The parties agree that if a dispute arises out of or in connection with this Agreement ("**Dispute**"), the party raising the Dispute must notify the other party ("**Dispute Notice**").
- (b) A representative from each party will first meet to try and resolve the Dispute by negotiation within 14 days of receipt of the Dispute Notice.
- (c) If the parties do not resolve the Dispute by negotiation within 14 days, a senior executive of each party will meet and attempt to resolve the Dispute within a further 30 days.
- (d) If the Dispute has not been resolved within 60 days of the Dispute Notice, then the parties may agree to refer the Dispute to mediation by an accredited mediator they agree on (and absent agreement by a mediator appointed the president of the Law Society of England and Wales).
- (e) If a Dispute is not resolved under the process in clauses 8(a) to (d) the Dispute must be:
 - (i) submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules;
 - (ii) administered by the London Court of International Arbitration (LCIA); and
 - (iii) conducted by 1 arbitrator, in the English language in London, England.
- (f) An award made under clause 8(e) is final and binding on the parties and may be entered into by any court of competent jurisdiction.
- (g) Nothing in this clause 8 prevents a party from applying to a court of competent jurisdiction for injunctive or other urgent interlocutory relief.

9 Intellectual property

9.1 Supplier Material

The Customer agrees that all current and future Intellectual Property Rights:

- (a) in the SaaS, Modules, Documentation and Supplier Material (including modifications); and
- (b) otherwise created by Supplier in the course of supplying the SaaS, are owned by Supplier or its licensors.

9.2 Customer Material

- (a) Intellectual Property Rights in the Customer Material remain the property of the Customer.
- (b) The Customer grants Supplier a perpetual, non-exclusive, irrevocable, global licence (including the right to sublicense) to exercise the Intellectual Property Rights in any Customer Material to the extent required for Supplier to supply the SaaS.

9.3 Publicity

- (a) Subject to clause 9.3(b) and without limiting the confidentiality obligations in clause 10, each party must not, and must ensure that its employees, officers or agents do not, make any public statement (including on social media) or disclose to the media any information regarding the other party, this Agreement or the SaaS or otherwise use the name, trademarks or logos of the other party without the prior written consent of the other party.
- (b) The Customer agrees that Supplier may refer to the Customer as its customer (using its name and logo) and provide a brief factual description of SaaS supply under this Agreement and Customer's name in a list of customer references; in proposals to third parties; in ASX market announcements; in its annual report and on its website.

10 Confidential Information

- (a) Each party agrees to keep confidential, and not to use or disclose any Confidential Information of the other party, other than as permitted by this Agreement or with the prior written consent of the other party.
- (b) Clause 10(a) does not apply to Confidential Information:
- (i) required to be disclosed by applicable law, or under compulsion of law by a court or government agency or by any regulator or by the rules of any relevant stock exchange, as long as the disclosing party:
 - A. discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
 - B. before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;
 - (ii) that is in the public domain other than as a result of a breach of this Agreement or other obligation of confidence; or
 - (iii) that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.
- (c) Each party may use and disclose Confidential Information of the other party to that party's directors, agents, professional advisors, employees, contractors and permitted sub-contractors solely for the exercise of rights or the performance of obligations under this Agreement provided such information is kept confidential by the person to whom it is disclosed. The party will remain liable for any breach of these Confidentiality obligations by any of its above permitted disclosees.

11 Limitation of liability

- (a) Subject to 11(b), any liability of Supplier for any loss or damage, however caused, suffered by the Customer under or in connection with this Agreement is limited:
- (i) for the SaaS to the Fees paid or payable for the SaaS in the 12 months prior to the initial claim; or
 - (ii) for Third Party Products, to the Fees paid or payable by the Customer for the Third Party Product in the 12 months prior to the initial claim (if identified in the Service Order Form) or, if no Fees are specifically identified, £5,000; or
 - (iii) for any other liability that does not fall under clause 11(a)(i) or 11(a)(ii), to the Fees paid or payable by the Customer to Supplier under this Agreement in the 12 months prior to the initial claim.
- (b) Each applicable limitation of liability set out in this clause 11 is an aggregate limit for all claims, whenever made.
- (c) Neither party is liable for any Consequential Loss however caused, suffered or incurred by the other party under or in connection with this Agreement.

12 Indemnity**12.1 Customer indemnity**

Subject to Supplier complying with clause 12.3, the Customer indemnifies Supplier from any amount awarded in favour of the third party by the final judgment of a court of competent jurisdiction in a claim by a third party that the use of the Customer Material by Supplier, infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom.

12.2 Supplier indemnity

Subject to the Customer complying with clause 12.3, Supplier indemnifies the Customer from any amount awarded in favour of the third party by the

final judgment of a court of competent jurisdiction in a claim by a third party that the use of the SaaS by the Customer in accordance with this Agreement infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom.

12.3 Conditions of indemnity

The indemnified party under clause 12.1 or 12.2 must:

- (a) immediately notify the other party and provide the other party with reasonable assistance and all information available to the indemnified party;
- (b) permit the other party to conduct the defence or settle the claim;
- (c) take all reasonable steps to mitigate all loss or damage related to the claim; and
- (d) not make any statement or admission in relation to the claim.

13 Force majeure

Each party will not be:

- (a) in breach of this Agreement as a result of; or
- (b) liable for,

any failure or delay in the performance of that party's obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

14 VAT

- (a) Any words capitalised in this clause 14 and not already defined in clause 16 have the meaning given to those words in the VAT Act.
- (b) Except under this clause 14, the consideration for a Supply made under or in connection with this Agreement does not include VAT.
- (c) All Fees, costs, charges and/or expenses referred to in this Agreement or any subsequent SOW are exclusive of and net of any and all taxes, duties, charges or such other additional sums including, without limitation, purchase or value added tax, withholding tax, excise tax, import and other duties, whether levied in respect of this Agreement, the Services or otherwise, imposed by the authorities of any country.
- (d) If a Supply made under or in connection with this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable:
 - (i) the Recipient must pay the VAT Act Supplier an amount equal to the VAT for the Supply (in addition to the consideration otherwise payable under this Agreement for that Supply); and
 - (ii) the VAT Act Supplier must give the Recipient a Tax Invoice for the Supply.
- (e) Where a Tax Invoice is given by the VAT Act Supplier, the VAT Act Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the VAT (as stated on the Tax Invoice) to HM Revenue and Customs.

15 General

- (a) The laws of England & Wales govern this Agreement.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of England & Wales and courts competent to hear appeals from those courts.
- (c) Termination of this Agreement will not affect clauses 7.4, 9, 10, 11 and 12 or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.
- (d) Each party must not assign or novate all or part of the party's rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The Customer acknowledges that the Supplier may, on reasonable written notice, direct that this Agreement be novated or assigned to an affiliate and the Customer consents to such novation or assignment and will do all things reasonably necessary to effect such novation or assignment.
- (e) This Agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- (f) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (g) Any notice or approval required by or contemplated by this Agreement must be in writing and delivered, posted or emailed to the other party at the

address provided for them in this Agreement, as updated from time to time by written notice to the other party.

- (h) Any variation or amendment to this Agreement must be in writing and properly executed by the parties.
- (i) This Agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- (j) A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.
- (k) Each party must comply with all applicable laws in the performance of their respective obligations and exercise of their rights under this Agreement, including meeting its own legal compliance requirements.
- (l) Supplier's employees, personnel and staff shall at all times remain employees of Supplier. Supplier shall be responsible for determining the duties, functions and outcomes of its employees, personnel and staff. Supplier shall determine these duties so as to fulfil their obligations to the Customer. Insofar as is required to permit the Supplier to comply with their obligations under UK Immigration Rules, the Customer shall permit the Home Office to access their premises and information in the event of a Home Office audit of Supplier. Where reasonably possible, Supplier shall notify the Customer in advance where Supplier is subject to a Home Office audit and has reason to expect that the Home Office may require access to the Customer's premises for this purpose.

16 Definitions and Interpretation

16.1 Definitions

In this Agreement:

"Agreement" means the Service Order Form, the Standard Terms, SOW and any subsequent Purchase Order or statement of work mutually agreed by the parties under this Agreement.

"Anniversary Date" means each anniversary of the Commencement Date.

"Business Day" means a day that is not a Saturday, Sunday, or a public holiday in the United Kingdom.

"Commencement Date" means the commencement date specified in the Service Order Form.

"Confidential Information" of a party means the terms of this Agreement and any information:

- (a) relating to the business and affairs of that party;
- (b) relating to the customers, clients, employees, sub-contractors or other persons doing business with that party;
- (c) which is by its nature confidential;
- (d) which is designated as confidential by that party;
- (e) which the other party knows, is confidential; or
- (f) which would reasonably be expected to be treated as confidential,

and includes all trade secrets, knowhow, financial information, business dealings and other commercially valuable information of that party, and in the case of Supplier, includes Supplier Material and the Fees, and in the case of the Customer, includes the Customer Material.

"Consequential Loss" means loss of revenue; loss of goodwill; loss of reputation; consequential loss; loss of profits; indirect loss; loss of bargain; special loss; loss of actual or anticipated savings; and lost opportunities, including opportunities to enter into arrangements with third parties.

"CPI" means the percentage change in the All Groups Consumer Price Index (weighted average of 8 capital cities) for the 12 month period most recently published by the Office of National Statistics (or any successor UK government department) prior to the relevant Anniversary Date.

"Customer Data" means any data provided by the Customer to Supplier or input by Customer into the SaaS.

"Customer Material" means the Customer Data and any Material provided by or to which access is given by the Customer to Supplier for the purposes of this Agreement.

"Customer Support Guide" means the Supplier customer support guide available at <https://technologyoncorp.com/Customer-Support-Guide>, as updated by Supplier from time to time without materially reducing the Support and Maintenance Services.

"Data Protection Act" means the *Data Protection Act 2018* (UK) as may be amended from time to time.

"Defect" means a repeatable and verifiable error in the SaaS which results in a material failure of the SaaS to comply with the Specifications excluding any defect caused by the Customer or a third party service provider to the Customer.

"Documentation" means any training material (final version) in any form provided by Supplier to the Customer in connection with the SaaS.

"Existing Modules" means the existing software modules licensed under the Previous Scientia Agreement.

"Fees" means the fees specified in the Service Order Form and SOW and any subsequent statement of work or Purchase Order mutually agreed between Supplier and the Customer, as varied in accordance with this Agreement.

"Force Majeure Event" means any occurrence or omission outside a party's control including:

- (a) a physical natural disaster including fire, flood, lightning or earthquake;
- (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;
- (c) epidemic, pandemic or quarantine restriction;
- (d) any act of terrorism or terrorism related event;
- (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;
- (f) law taking effect after the date of this Agreement;
- (g) disruption or unavailability of the internet;
- (h) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors;
- (i) failure of a utility service provider to Supplier; and
- (j) a delay or other impact resulting from a Force Majeure Event affecting the other party.

"Implementation Services" means the implementation services set out in the SOW.

"Initial Period" means the initial period specified in the Service Order Form.

"Intellectual Property Rights" means all existing and future industrial and intellectual property rights, both in the United Kingdom and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

"Interest" means interest on any payment owing under this Agreement calculated:

- (a) at the rate which is 5% above the Bank of England base interest rate for personal loans or, if lower, the maximum rate permitted by applicable law; and
- (b) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant interest.

"Material" means any material including documents, equipment, reports, technical information, studies, plans, charts, drawings, software, schemas calculations, tables, schedules and data stored by any means.

"Modules" means the Existing Modules and any new software modules specified in the Service Order Form being the generally available release of each module as at the date of purchase and all patches, bug fixes, modifications and subsequent versions provided to the Customer by Supplier.

"Permitted Users" means the permitted users specified in the Service Order Form.

"Personal Information" has the meaning given to that term in the Data Protection Act.

"Privacy Laws" means the Data Protection Act and all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of

"Previous Scientia Agreement" means the licence agreement between the parties licensing the Existing Modules, as specified in the Service Order Form.

"Prohibited Conduct" means using, or facilitating others, to use the SaaS:

- (a) for any fraud or illegal activity;
- (b) to, or attempt to, circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party's online resources or systems;
- (c) to distribute, view or create any material that is or may be pornographic, defamatory, unlawful or obscene; to distribute unsolicited emails to third parties including bulk unsolicited emails;
- (d) in a way that infringes any third party's Intellectual Property Rights.

"Purchase Order" means a purchase order for additional services or increase in the scope of the SaaS, which clearly references it is made subject to this Agreement and accepted by Supplier in writing.

"Rollover Period" means the rollover period specified in the Service Order Form (if applicable).

"SaaS" means the SaaS set out in the Annexure A of the Service Order Form.

"SaaS Infrastructure Provider" means the third party supplier of the hosting infrastructure services nominated by Supplier from time to time, as set out in the SaaS Platform Service Guide.

"SaaS Platform" means the Supplier SaaS platform specified in Annexure A of the Service Order Form.

“**SaaS Platform Service Guide**” means Supplier’s SaaS platform service guide available at <https://technologyonecorp.com/SaaS-Platform-Guide> as updated from time to time.

“**Service Levels**” means the service levels set out in the SaaS Platform Service Guide.

“**Service Order Form**” means Part 1 – Service Order Form, including Annexure A to the Service Order Form.

“**Specifications**” means the functional specifications for the SaaS as contained in the SaaS Platform Service Guide.

“**SOW**” means the statement of work for the provision of Implementation Services attached to this Agreement as Part 3 – Statement of Work, including attachments.

“**Standard Terms**” means Part 2 – Standard Terms, the SaaS Platform Services Guide and the Customer Support Guide.

“**Supplier Material**” means any Material created in the course of performing any services under this Agreement or which is provided by, or access is given by Supplier to the Customer for the purposes of this Agreement including the SaaS and Modules but excludes the Customer Data.

“**Support and Maintenance Services**” means the support and maintenance for the Modules on the SaaS Platform specified in the Customer Support Guide.

“**Term**” means the term contemplated by clause 7.1.

“**Third Party Products**” means any software or services in which the Intellectual Property Rights are owned by a third party, including any software Modules denoted as Third Party Products in the Service Order Form (if any).

“**Third Party Product Terms**” means the terms applicable to all Third Party Products provided under this Agreement, available at <https://technologyonecorp.com/Third-Party-Product-Terms>.

“**Use Restrictions**” means the limitations on the Customer’s rights to use and access to the SaaS, including the limits on Permitted Users or other metrics specified in the Service Order Form, as amended from time to time by a Purchase Order or statement of work.

“**VAT**” means value added tax as provided for under the *Value Added Tax Act 1994* (UK).

16.2 Precedence

In the event of any inconsistency or conflict between the documents constituting this Agreement, the documents rank in the following order of priority:

- (a) the Third Party Product Terms where applicable to any Third Party Products;
 - (b) the Service Order Form;
 - (c) the Standard Terms;
 - (d) the SOW;
 - (e) any subsequent statement of work agreed by the parties; and
 - (f) a Purchase Order.
-

SOFTWARE AS A SERVICE AGREEMENT – EXISTING CUSTOMER
PART 3 – STATEMENT OF WORK



Parties: TechnologyOne UK Limited and [Customer]		Reference Number: SOW 001	
Services Type: Software Upgrade Services		Project Name/Phase: Upgrade of existing on premise software to latest version	
TechnologyOne contact name / number and email: [insert]		Customer contact name / number and email: [insert]	
<p>Start Date and Term of SOW: This SOW 001 will become effective and binding on execution by the parties and continues until TechnologyOne notifies the Customer that the Software Upgrade Services are complete.</p> <p>The Start Date for the provision of the Software Upgrade Services: [insert]</p>			
<p>Software Upgrade Services – Description & Methodology</p> <p>Software Upgrade: Upgrade of the Existing Modules to the SaaS Platform as set out in Attachment A to this SOW 001.</p>			
<p>Fees for Software Upgrade Services: Free of charge.</p> <p>Software upgrade activities as set out Attachment A to this SOW 001 for upgrading existing software to the latest software release, will be provided by TechnologyOne on a free of charge basis subject to the assumptions/exclusions as specified in Attachment A to this SOW 001 and below. If those assumptions are incorrect or the exclusions apply, TechnologyOne reserves the right to charge for any additional services, including travel and expenses incurred in providing those additional services. Any variation to the scope and/or fees will be discussed with the Customer and recorded in a variation to this SOW 001. Where the Customer requests additional services these will be provided on a time and materials basis and invoiced monthly in arrears unless otherwise agreed by the parties in writing.</p>			
<p>Customer Responsibilities</p> <p>In addition to the activities set out in the attachments to this SOW 001, the Customer agrees to cooperate with TechnologyOne and provide TechnologyOne with information and assistance reasonably necessary to enable TechnologyOne to provide the services, including promptly reviewing documents provided by TechnologyOne and responding to requests for information adequate and appropriately qualified personnel available to perform its responsibilities.</p>			
<p>Assumptions/exclusions:</p> <p>The following assumptions/exclusions which apply to the provision of the services:</p> <ul style="list-style-type: none"> (i) The services will be provided remotely. (ii) All changes to the services are to be managed by the project managers of TechnologyOne and the Customer, via the agreed change control procedure. (iii) All Implementation Services and any subsequent consulting services are calculated and charged on a daily basis, with a normal working day representing 7.5 hours on Business Days. (iv) Any out of hours consulting activity (anytime outside the hours 8.00am-5.00pm, on Business Days) or any consulting activity of more than 7.5 hours duration on any day, that is requested by the Customer, will incur a surcharge of 100% of the standard daily rate (in addition to the daily rate) pro-rated on a per hour basis. For any 'on-call' or 'standby' services requested by the Customer the costs will be determined based upon the requirements for the services. (v) As set out in Attachment A to this SOW 001 (the above assumptions will take priority of any assumptions in the Attachments to this SOW 001 to the extent of any conflict or inconsistency). 			
EXECUTION	The signatories below are the people who are authorised to sign for and on behalf of their respective organisations and warrant that they have the authority to do so.		
	TECHNOLOGY ONE UK LIMITED		[CUSTOMER]
	Signed: _____	Signed: _____	
	Name: _____	Name: _____	
	Title: _____	Title: _____	
Date: _____	Date: _____		

Attachment A to SOW 001 Methodology for Software Upgrade

Description of activities and roles and responsibilities

Subject to the assumptions specified below, the following services will be performed to upgrade the on premise software to the latest software release (4.0). In addition to the assumptions listed in the SOW 001, the assumptions set out below apply to the activities to upgrade the on premise software to the latest on premise release version (4.0).

a) Timeframe

- Customer agrees to complete a SaaS flip to be production operational within a SaaS environment within 12 months of the on-prem SaaS flip occurring in production

b) Customer Requirements / Responsibilities

- Customer is responsible for:
 - All testing, including but not limited to their system, UAT, penetration and load testing. TechnologyOne will ensure that the upgrade of Enterprise Foundation has been carried out successfully to provide onto the customer for testing.
 - Assessing any upstream and downstream impacts of the upgrade
 - Any changes beyond the like for like upgrade of Enterprise Foundation
 - Ensuring all backups have taken place prior to the upgrade
 - Any rollback of the environments
 - Ensuring that all prerequisites are in place at least 5 days prior to the upgrade taking place.
 - TechnologyOne are supplied with appropriate remote access to carry out the upgrade unassisted
- Customer's IT and key user staff must be on hand during the upgrade to provide prompt response should any assistance be required by TechnologyOne to enable the upgrade to be completed successfully.

c) What Is Covered by TechnologyOne

- Like-for-like upgrade on existing servers for Enterprise Foundation 4.0 or higher only. This covers:
 - Enterprise Timetabler
 - Enterprise Course Planner
 - Reference Data Manager
 - Authorisation Manager
- Connecting up customers existing TechnologyOne (Scientia / Cyon) supported applications to the new upgraded Enterprise version where those applications are located on the servers.

d) Limitations to Scope

- In place upgrades on existing servers only. Any setup and / or migration to new servers is out of scope
- Limited to one upgrade per environment for 2 environments
- Upgrades will NOT be carried out straight onto production first. It must go through a test environment first and be signed off
- Customer must already be on version Enterprise Foundation 3.12 or higher
- Limit of up to 2 SDB databases per environment
- Max of 30,000 Activities and 20,000 student sets per SDB
- Customer must have a standard server environment setup. This is considered to be:
 - 3 tier architecture with:
 - Application and / or Web Server containing TechnologyOne (Scientia / Cyon) supported applications only
 - Integration server (optional) containing TechnologyOne (Scientia / Cyon) applications only
 - Database Server containing TechnologyOne (Scientia / Cyon) supported databases only
- Non-standard environments would include but is not limited to scenarios where:
 - F5 load balancer in place
 - Environment with multiple instances TechnologyOne (Scientia / Cyon) setup for load balancing or similar purposes
 - Reverse proxy in place
- Upgrades will be carried out during normal business hours (9am – 5pm) for the local region where the upgrade is occurring. In the event that the customer does require an out of hours upgrade, will incur a consultancy charge at TechnologyOne's standard daily rate
- In the event that the upgrade is all booked in, but the customer delays the upgrade going ahead, the new scheduled time for the upgrade will incur a consultancy charge at TechnologyOne's normal consultancy rates

e) Exclusions

- Project Management of the upgrade
- Upgrades to any other components / products
- Connecting up applications not located on the servers
- All related testing including but not limited to system testing, uat, load, penetration testing.
- Reviewing of customer testing results
- Assisting customer with testing
- Carrying out further updates to the setup as a result of customers testing outcomes. Where a genuine setup issue specifically with the upgrade is identified, TechnologyOne will address this
- Environment refreshes
- Data refreshes within or across environments
- Training
- Shadowing of the upgrade process by the customer
- Update to or building of any reports
- Update to or building of any integrations
- Any documentation updates or preparation of documentation
- Data rollover

Rollback of any environments should the customer choose not to transition through to production for any reason.

SOFTWARE AS A SERVICE AGREEMENT – EXISTING CUSTOMER



PART 3 – STATEMENT OF WORK

Parties: Technology One UK Limited and [customer]	Reference Number: SOW 002	
Services Type: Implementation Services	Project Name/Phase: Migration to SaaS Platform	
Suppliers contact name / number and email: [insert]	Customer contact name / number and email: [insert]	
Start Date and Term of SOW: This SOW will become effective and binding on the Commencement Date of the Agreement and continue until the Supplier notifies the Customer that the migration activities are complete.		
SaaS Migration Services – Description		
SaaS Migration: Migration of the Existing Modules to the SaaS Platform as set out in the attachments to this SOW 002.		
Project Methodology:		
SaaS Migration: As set out in Attachment A to this SOW 002.		
Fees for Implementation Services:		
SaaS Migration: Free of charge.		
Migration activities for the Existing Modules, as set out Attachment A to this SOW 002, will be provided by TechnologyOne on a free of charge basis subject to the assumptions/exclusions as specified in Attachment A to this SOW 002 and below. If those assumptions are incorrect or the exclusions apply, TechnologyOne reserves the right to charge for any additional services, including travel and expenses incurred in providing those additional services. Any variation to the scope and/or fees will be discussed with the Customer and recorded in a variation to this SOW 002. Where the Customer requests additional services these will be provided on a time and materials basis and invoiced monthly in arrears unless otherwise agreed by the parties in writing.		
Customer Responsibilities		
In addition to the activities set out in the attachments to this SOW 002, the Customer agrees to cooperate with TechnologyOne and provide TechnologyOne with information and assistance reasonably necessary to enable TechnologyOne to provide the services, including promptly reviewing documents provided by TechnologyOne and responding to requests for information adequate and appropriately qualified personnel available to perform its responsibilities.		
Assumptions/exclusions:		
The Fees are based upon the following assumptions/exclusions which apply to the provision of the services:		
(vi) The services will be provided remotely.		
(vii) All changes to the services are to be managed by the project managers of TechnologyOne and the Customer, via the agreed change control procedure.		
(viii) All Implementation Services and any subsequent consulting services are calculated and charged on a daily basis, with a normal working day representing 7.5 hours on Business Days.		
(ix) Any out of hours consulting activity (anytime outside the hours 8.00am-5.00pm, on Business Days) or any consulting activity of more than 7.5 hours duration on any day, that is requested by the Customer, will incur a surcharge of 100% of the standard daily rate (in addition to the daily rate) pro-rated on a per hour basis. For any 'on-call' or 'standby' services requested by the Customer the costs will be determined based upon the requirements for the services.		
(x) As set out in Attachment A to this SOW 002 (the above assumptions will take priority over the assumptions in the Attachments to this SOW 001 to the extent of any conflict or inconsistency).		
EXECUTION	The signatories below are the people who are authorised to sign for and on behalf of their respective organisations and warrant that they have the authority to do so.	
	TECHNOLOGY ONE UK LIMITED	[CUSTOMER]
	Signed: _____	Signed: _____
	Name: _____	Name: _____
	Title: _____	Title: _____
Date: _____	Date: _____	

Attachment A to SOW 002

Methodology for SaaS Migration

Description of activities and roles and responsibilities

Subject to the assumptions specified below, the following services will be performed to migrate the Customer’s Existing Modules to the Supplier SaaS Platform: -

Consulting Activity	Description	Responsibility	
		Customer	Supplier
Project Initiation and Analysis	<ul style="list-style-type: none"> o Kick off meeting o Communicate project timelines, roles and responsibilities o Review current implementation 	Perform	Perform
Cloud Transition Project Plan	<ul style="list-style-type: none"> o Deliver a 'Draft Cloud Transition Project Plan' document setting out Supplier’s standard cloud migration methodology as well as the scope and structure for the cloud migration project 	Review	Perform
Provision Environment	<ul style="list-style-type: none"> o Load database and files o Provision environment and infrastructure. o SaaS platform testing 		Perform
Verify and Sign Off	<ul style="list-style-type: none"> o Ensure key functionality is working as expected and available for Customer to access o UAT review and sign off 		Perform
Conduct End User Training	<ul style="list-style-type: none"> o Deliver training to end user to allow these users to become familiar with the Existing Modules changes. 	Perform	
Conduct User Acceptance Testing of configured Non-Production Environment	<ul style="list-style-type: none"> o Verify in detail that the new release of the software will operate successfully in the Customer’s environment. 	Test each area of the application for acceptance	Provide support to the UAT activity by assisting with issue resolution, liaison with technical personnel, configuration and training activities.
Go-Live	<ul style="list-style-type: none"> o Transition the system into live operation 		Perform

In addition to the assumptions listed in the SOW, the following assumptions apply to the supply of migration activities to migrate the Existing Modules to TechnologyOne SaaS Platform:-

- (a) Customer will provide adequate internet connectivity to support Customer’s business requirements. TechnologyOne will not be held responsible for any interruption to internet services between Customer and TechnologyOne SaaS Platform login page.
- (b) Customer must act reasonably in its conduct of the acceptance tests and may not unreasonably refuse to accept the configured Non-Production Environment. If the Customer does not complete the acceptance testing within 5 Business Days (or such other time as may be agreed by the parties) after notification that the environment is ready for testing, it will be deemed to be accepted.
- (c) The migration activities do not include:-
 - o Any effort associated with altering or modifying interfaces and reports. If required, these will need to be scoped and priced separately;
 - o Data recovery services, where the cause of data loss is not due to a failure of the TechnologyOne SaaS Platform infrastructure;
 - o Any application management or business administration services;
 - o Implementation of new functions within the TechnologyOne Existing Modules is excluded;
 - o Integration using direct database calls to or from TechnologyOne Finance using the External Systems interface; or
 - o Regression testing associated with implementation of application updates.
- (d) Any software licences for Crystal Reports Designer must be maintained by the Customer using its existing licences.
- (e) Only Customer’s Production environment will be migrated to the TechnologyOne SaaS Platform.
- (f) Configuration of roles & workplaces for the New Modules will be limited to the use of shipped configuration. Customised roles & workplaces are excluded from the scope of the services to be provided unless otherwise specified.
- (g) Customised workflow and customised roles & workplaces already configured in the Existing Modules under the Previous Agreement will be migrated across to the TechnologyOne SaaS Platform. Any additional customisation is excluded from the scope of services to be provided and will incur additional costs unless otherwise specified.

SOFTWARE AS A SERVICE AGREEMENT – EXISTING CUSTOMER

PART 3 – STATEMENT OF WORK



Agreement: Technology One UK Limited and [customer]	Reference Number: SOW 003
Services Type: Implementation Services	Project Name/Phase: Implementation of New Modules forming part of the SaaS listed in Annexure A to the Services Order Form.
TechnologyOne contact name / number and email: [insert]	Customer contact name / number and email: [insert]
Term: This SOW 003 will become effective and binding on the Commencement Date of the Agreement and continue until TechnologyOne notifying the Customer that the Services are complete;	
Services [and Project] – Description/ Preliminary Specifications [Insert or attach description of the Services and Prelim Specification (if applicable) or as set out in the attachments to this SOW 003]	
Project Methodology, Roles and Deliverables: As set out in Attachment A to this SOW 003.	
Fees: [insert fees/daily rates] <p><u>Implementation Services</u></p> <p>The Implementation Services specified in SOW 003 will be provided on a time and materials basis with invoices issued monthly in arrears. The number of days and cost of each Service are an estimate only. The fee estimates are based upon the assumptions/exclusions as specified in the SOW and the attachments to the SOW. If these assumptions are not met or prove to be incorrect TechnologyOne reserves the right to charge for any additional services, including travel and expenses incurred in providing those additional services. Any variation to the scope and/or fees will be discussed with the Customer and recorded in a variation to this SOW 003. Where the Customer requests additional services, these will be provided on a time and materials basis and invoiced monthly in arrears unless otherwise agreed by the parties in writing.</p> <p><u>Travel and Expenses</u></p> <p>In addition to the Fees, the Customer agrees to pay any travel and other out of pocket expenses incurred by TechnologyOne as follows:</p> <ul style="list-style-type: none"> (a) Provided that the relevant travel is agreed in advance with the Customer, TechnologyOne will invoice Customer for all reasonable travel expenses incurred in carrying out the Implementation Services (including airfares, accommodation, mileage, daily allowances and parking). (b) Where consultants are required to travel to a Customer site they will work in minimum 3 day blocks and, unless otherwise agreed in advance, will return home for weekends. TechnologyOne will make all travel arrangements unless otherwise agreed in writing. (c) The Customer agrees to pay Fees for time spent travelling to and from the Customer’s premises where this exceeds 60 minutes each way. 	
Schedule/Estimated Timeframes: As set out in Attachments C and D to this SOW 003.	
Customer Responsibilities In addition to the responsibilities and activities set out in the attachments to this SOW 003, the Customer agrees to cooperate with TechnologyOne and provide TechnologyOne with information and assistance reasonably necessary to enable TechnologyOne to provide the Implementation Services, including promptly reviewing documents provided by TechnologyOne and responding to requests for information adequate and appropriately qualified personnel available to perform its responsibilities.	
Assumptions/exclusions: The Fees are based upon the following assumptions/exclusions which apply to the provision of the Implementation Services: <ul style="list-style-type: none"> (xi) Implementation Services will commence within 8 weeks after the Agreement Commencement Date. If Implementation Services have not commenced within 8 weeks of the Agreement Commencement Date and the delay was not caused by TechnologyOne, TechnologyOne reserves the right to vary the Fees for the Implementation Services. (xii) If the Customer wishes to postpone or cancel any specific pre-scheduled Implementation Services, the Customer must provide TechnologyOne with at least 10 Business Days’ notice prior to the scheduled start date for such Services, failing which TechnologyOne will charge the Customer for any resulting loss to TechnologyOne (including the applicable daily rates which would have been payable for those Services), provided that TechnologyOne will use reasonable commercial endeavours to mitigate any such loss. (xiii) The Implementation Services will be provided remotely, unless otherwise agreed in writing. (xiv) The allocation of days for the provision of the Implementation Services are as set out in Attachment C. (xv) All changes to the Implementation Services are to be managed by the project managers of TechnologyOne and the Customer, via the agreed change control procedure. (xvi) All Implementation Services and any subsequent consulting services are calculated and charged on a daily basis with a normal working day representing 7.5 hours on Business Days. (xvii) Any out of hours consulting activity (anytime outside the hours 8.00am-5.00pm on Business Days) or any consulting activity of more than 7.5 hours duration on any day, that is requested by the Customer, will incur a surcharge of 100% of the standard daily rate (in addition to the daily rate) pro-rated on a per hour basis. For any ‘on-call’ or ‘standby’ services requested by the Customer the costs will be determined based upon the requirements for the services. (xviii) The Acceptance provisions in this SOW 003 (including at Attachment A) do not apply to Third Party Products. Customer will perform its own user acceptance testing (“UAT”) of any Third Party Products, separate from any UAT conducted on the rest of the SaaS. If Customer requests any assistance from TechnologyOne with its UAT process, which TechnologyOne agrees to provide, such assistance will be provided as an additional service for an additional charge. For the avoidance of doubt, there will be no charge to remediate any errors with a Third Party Product discovered during acceptance testing to ensure the Third Party Product complies with the product applicable Specifications. There will be a separate configuration design document done for any Third Party Products, which will contain separate and product specific Specifications. Any configuration design document for the rest of the SaaS will not apply to any Third Party Products. There may be a separate project assumptions and project effort/estimate documents provided for the implementation of any Third Party Products. (xix) As set out in Attachment B to this SOW 003 (the above assumptions will take priority over the assumptions in Attachment B to the extent of any conflict or inconsistency). 	

PART 3 – STATEMENT OF WORK

Additional Terms:

Capitalised terms in this SOW 003 have the meanings given in the Agreement.

[Insert any other details which are specific to this SOW 003]

EXECUTION	The signatories below are the people who are authorised to sign for and on behalf of their respective organisations and warrant that they have the authority to do so.	
	TECHNOLOGY ONE UK LIMITED	[CUSTOMER]
	Signed: _____	Signed: _____
	Name: _____	Name: _____
	Title: _____	Title: _____
Date: _____	Date: _____	

Attachment B

Solution Implementation Methodology

[TO BE INSERTED, EXPANDED IN FINAL PDF]

Attachment C

Project Planning Assumptions

[TO BE INSERTED, EXPANDED IN FINAL PDF]

Attachment D

Implementation Investment Schedule

[TO BE INSERTED, EXPANDED IN FINAL PDF]

Attachment E

Indicative Project Schedule

[TO BE INSERTED, EXPANDED IN FINAL]

1 **Definitions:** The definitions in clause 1 of the Standard Terms apply in this Part 4. In addition, "controller", "personal data", "personal data breach", "processor", "processing", "data subject", "supervisory authority" and "third country" will have the meanings given in the UK GDPR.

2 Processing of Personal Data

2.1 **Customer Compliance:** The Customer, acting as a controller, will:

2.1.1 process the Customer Personal Data in compliance with Privacy Law and will not instruct the Supplier to process the Customer Personal Data in a manner that would constitute a breach of Privacy Law;

2.1.2 ensure that it has all necessary notices and consents in place to enable the lawful processing of the Customer Personal Data by the Supplier.

2.2 **Processing of Customer Personal Data:** A description of the Supplier's processing of Customer Personal Data is set out in Appendix 1.

2.3 **Instructions (A28(3)(a)):** The Supplier will only process the Customer Personal Data:

(a) on the documented instructions of Customer, as such instructions are set out in the Agreement and in this Part 4; or

(b) as required by law applicable to the Supplier, provided that the Supplier first informs the Customer of that legal requirement before processing, unless that law prohibits this on important grounds of public interest. the Supplier informs the Customer that it will process the Customer Personal Data to comply with the applicable legal requirements in the jurisdiction in which the Customer is established.

Any request for changes by Customer to the type of Customer Personal Data to be processed by the Supplier or to Customer's instructions shall be sent to the Supplier in writing. Customer agrees that new or modified instructions or changes to the type of Customer Personal Data to be processed (other than those already agreed to in the Agreement and this Part 4) may incur additional charges payable by Customer in accordance with (i) the Agreement or (ii) any price quote provided by the Supplier relating to such new processing instructions, as applicable.

2.4 **Staff (A28(3)(b)):** the Supplier staff authorised to process the Customer Personal Data will be subject to appropriate obligations of confidentiality.

2.5 **Security (A28(3)(c)):** the Supplier will take all measures required by Article 32 (Security of Processing) of the UK GDPR. Such measures (including the the Supplier associated certifications and accreditations) are set out at <https://www.technologyonecorp.com/security>. The Customer agrees that the level of security provided by these measures is appropriate to the risk of the Customer Personal Data processed by the Supplier as part of the Services (acknowledging that the Supplier may have no access to, or visibility of, the Customer Data which is uploaded and submitted by the Customer to be processed by the Supplier as part of the Services and that the Customer in its sole discretion determines and controls the Customer Personal Data which is processed by the Supplier as part of the Services), and

that they meet the requirements of Article 32. The Supplier reserves the right to unilaterally modify the measures in <https://www.technologyonecorp.com/security>.

2.6 Sub-processors (A28(3)(d)):

2.6.1 The Customer consents to the Supplier engaging Sub-Processors as permitted in the Agreement. The list of authorised Sub-Processors current at the time of execution of the DPA are global reputable companies consisting of Technology One Limited (the parent company of the Supplier) and its subsidiaries, Microsoft Corporation, Amazon Web Services (AWS), Zendesk, Sendgrid, Salesforce.com, RingCentral and Zoom and NetApp, Inc. The Supplier will inform the Customer of any intended additional or replacement Sub-Processor by publishing such changes on its web page at <https://www.technologyonecorp.com/security>. ("Sub-Processor Change").

2.6.2 The Customer may notify the Supplier within thirty (30) days of the Sub-Processor Change if it has reasonable concerns that the Sub-Processor will not meet the requirements of the Privacy Law and the Supplier may choose to:

- (a) not engage the Sub-Processor; or
- (b) terminate the Agreement (at its option) in its entirety, or in any part, by providing written notice to the Customer. No refund, termination fees or other compensation will be payable by the Supplier in connection with such termination.

2.6.3 The Supplier will enter into a written agreement with all Sub-Processors containing obligations which provide the equivalent level of protection as under this Agreement and as required under Privacy Law, including in respect of Restricted Transfers. The Supplier will remain liable to the Customer for the performance of any Sub-Processor's obligations.

2.7 **Data Subject Rights (A28(3)(e)):** Taking into account the nature of the processing, the Supplier will, on written request by the Customer, assist the Customer by implementing appropriate technical and organisational measures (insofar as this is possible) to respond to requests for exercising of data subject rights set out in Chapter III of the UK GDPR (Rights of the data subject). the Supplier will be entitled to refuse or limit its assistance with a request where, in the Supplier's reasonable opinion:

- (a) the right the data subject is seeking to exercise does not exist;
- (b) there is an exemption applicable to the exercise of that right; or
- (c) the Customer is in the position to fulfil the request without the Supplier's assistance.

The Customer shall reimburse the Supplier for any assistance under this Clause 2.7 at (a) the rate per man hour set out in the Agreement; or (b) where there is no such rate in the Agreement, the rate notified to the Customer by the Supplier. The Supplier shall not be liable in cases where the Customer fails to respond a data subject's request or fails to respond in a timely or complete manner.

2.8 **Assistance (A28(3)(f)):** If requested, the Supplier will provide reasonable assistance to the Customer to comply with its obligations pursuant to Articles 32 to 36 of the UK GDPR, taking into account the nature of processing and the information available to

the Supplier. The Customer shall reimburse the Supplier for any assistance under this Clause 2.8 at (a) the rate per man hour set out in the Agreement; or (b) where there is no such rate in the Agreement, the rate notified to the Customer by the Supplier.

2.9 **Data Breach Notification (A28(3)(f)):** The Supplier shall notify the Customer of any personal data breach without undue delay after becoming aware of the breach. For the purposes of this Clause 2.9, "notification" shall mean communication to the Customer of all details which are reasonably available to the Supplier at the time the the Supplier becomes aware of the personal data breach.

2.10 **Termination (A28(3)(g)):** Following termination of the Agreement, the Supplier will delete all Customer Personal Data and/or transfer all Customer Personal Data to the Customer in accordance with the provisions of the Agreement, unless the laws applicable to the Supplier require storage of the Customer Personal Data.

2.11 **Audit (A28(3)(h)):** Where requested, the Supplier will, subject to reasonable restrictions as set forth in the Agreement and below and consistent with Privacy Law:

- (a) provide reasonable information to the Customer, solely to the extent required to demonstrate compliance with the Supplier's obligations under this Part 4; and
- (b) permit the Customer, or a third-party auditor acting under the Customer's direction, to conduct audits, subject to the audit terms set out immediately below in Clauses 2.11(c) and 2.11(d).
- (c) The Supplier's SaaS / Cloud platform which enables the provision of the Supplier's SaaS has obtained various forms of certification as detailed in <https://www.technologyonecorp.com/security>. Notwithstanding 2.11(b) above, the the Supplier SaaS cloud platform is a multi-tenant SaaS solution and as a result any form of external auditing of the the Supplier's SaaS cloud platform may only be completed by the Supplier or the Supplier approved independent auditor so as not to adversely impact the the Supplier certifications. The Customer has the right to audit any other aspect of the the Supplier's solution as set out in Clause 2.11(b).
- (d) The audit shall be:
 - (i) only performed once a year;
 - (ii) at Customer's expense and at no cost to the the Supplier;
 - (iii) performed on at least thirty (30) days' prior notice to the Supplier on a mutually agreed upon date;
 - (iv) performed during the Supplier's normal business hours; and
 - (v) performed in a manner that does not impact the Supplier's business operations and shall

be completed within a commercially reasonable amount of time.

In the event that the audit identifies substantial non-compliance with the Agreement, then the Supplier and Customer shall create a mutually acceptable remediation plan and timeframe to achieve compliance.

2.12 **Unlawful Instructions:** the Supplier may notify the Customer if, in the Supplier's opinion, an instruction received from the Customer is in violation of Data Protection Law and may refuse to perform such instruction.

3 **Conflicts**

3.1 If there is a conflict between the Agreement and this Part 4, this Part 4 will prevail.

4 **Changes to this Part 4**

4.1 Either party may notify the other party if, in its reasonable opinion, a change to this Part 4 is necessary to meet that party's requirements and the parties will enter into a good faith discussion to agree an amendment to the Part 4 (and where applicable will follow any change control procedure in the Agreement).

4.2 Until an amendment to this Part 4 has been agreed in accordance with Paragraph 4.1, the Customer will pay to the Supplier any reasonable costs and expenses incurred by the Supplier in the performance of its obligations under this Part 4. The costs and expenses relating to the Supplier staff will be calculated reference to: (a) the rate per man hour set out in the Agreement; or (b) where there is no such rate in the Agreement, the rate notified to the Customer by the Supplier.

4.3 If the costs and expenses payable by the Customer under Paragraph 4.2 exceed £35,000-00 (or equivalent) in any calendar year, the Customer and the Supplier will promptly enter into a good faith discussion to agree an amendment to this Part 4 in accordance with Paragraph 4.1.

4.4 If an amendment to this Part 4 is required to comply with Data Protection Law, then the Supplier and Customer will work in good faith to execute a mutually acceptable amendment to this Part 4 to incorporate changes necessary for the Parties to comply with their legal obligations.

5 **Liability:** The liability of each Party under this Part 4 and any Standard Contractual Clauses shall be subject to the exclusions and limitations of liability set out in the Agreement.

6 **Notice: All notices and other communications between the parties under this Part 4 must be provided by email to: (a) in the case of the Supplier, the Supplier contact privacy@technologyonecorp.com; and (b) in the case of the Customer, the Customer contact set out in the Service Order Form, except formal notices in legal proceedings or termination must be provided in accordance with the notice provisions in the Agreement.**

Appendix 1

Information according to Art. 28(3) GDPR

<p>Subject matter of processing</p>	<p>The subject matter of the processing is the Customer Personal Data which is provided (including where uploaded and submitted to the SaaS) by the Customer in connection with its use of the Software or the SaaS pursuant to the Agreement.</p>
<p>Duration of processing</p>	<p>For the term of the Agreement and for the period of any post termination obligations as set out in the Agreement where processing is required, subject to the Termination obligations as set out in this Agreement.</p>
<p>Nature of processing, e.g. means of processing</p>	<p>The Supplier (and its Sub-Processors) will process Personal Data as necessary to perform the Services (including the provision of Software as a Service and associated services for the specified software) pursuant to the Agreement and as further instructed by Customer in its use of the Services.</p>
<p>Purpose of processing</p>	<p>The purpose of the processing undertaken by the Supplier is for:</p> <ul style="list-style-type: none"> • the delivery of the services specified in the Agreement including: <ul style="list-style-type: none"> a. the provision of the Software as a Service (including access to software modules specified in the Agreement, support and maintenance services and cloud services) b. provision of consultancy services for the implementation of the Software or the Software as a Service c. delivery of ad hoc consulting services as requested and agreed by the parties d. research and development related services (where applicable) • the provision of other services relevant to the performance of the obligations of the Supplier under the Agreement including: <ul style="list-style-type: none"> a. contract / project oversight and governance b. finance and contract and account management services such as invoicing and billing for Services provided under the Contract. • the use of Sub-Processors associated with the delivery of the Services specified in the Agreement • complying with any obligation as required by law or agreed by the Customer from time to time in writing • complying with instructions given by Customer in its use of the Services
<p>Categories of data subjects</p>	<p>The Customer will, in the course of using the Software or the SaaS (including requesting support and maintenance services) provided under the Agreement, provide Personal Data to the Supplier including by uploading and submitting to the SaaS. The Customer will, in its sole discretion, determine and control such Personal Data. Such Personal Data may relate to the following categories of Data Subjects:</p> <p>All persons who may have a connection or business with the Customer. This may include, but is not limited to:</p> <ul style="list-style-type: none"> • employees, contracted personnel • clients and customers of Customer • volunteers • family members of employees, contracted personnel and volunteers (including spouse, defacto, next of kin, children, parents) • partners, suppliers, professional advisers and consultants • business contacts • landlords, tenants • complainants, enquirers • donors, benefactors and friends of the Customer • authors and other creators • persons who may be the subject of enquiry
<p>Type of personal data (including special categories of personal data) per category of data subjects</p>	<p>Personal Data provided to the Supplier in the course of using the SaaS, the Services or the Software (as determined and controlled by the Customer) may include, but is not limited to:</p> <ul style="list-style-type: none"> • personal details (such as names, address, date of birth, telephone numbers, email addresses, titles)

SOFTWARE AS A SERVICE AGREEMENT – EXISTING CUSTOMER

PART 4 – DATA PROCESSING ADDENDUM

	<ul style="list-style-type: none"> • professional life information (such as work telephone numbers, work email addresses, position titles; compensation information; employee number) • family details • financial details and information • goods or services provided to individuals • information held in order to publish Customer publications and reports • lifestyle and social circumstances • education details and student records • employment details including pay details and records • disciplinary and attendance records • vetting checks • visual images, personal appearance and behaviours <p>Additionally, the Customer may, in the course of using the SaaS, the Services or the Software provided under the Agreement, provide special categories of data to the Supplier (including by uploading and submitting to the SaaS). The Customer will, in its sole discretion, determine and control such special categories of data which may include (but is not limited to) personal data which reveals:</p> <ul style="list-style-type: none"> • racial or ethnic origin • trade union membership • political opinions • religious or philosophical or other similar beliefs • genetic data • biometric data • physical or mental health details • sexual life or sexual orientation • offences and alleged offences, criminal proceedings, outcomes and sentences <p>For clarity, it is the Customers responsibility to obtain consent from individuals before their personal information is collected, stored, used, processed, modified or disclosed by Customer under this Agreement.</p>
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