



SOFTWARE AS A SERVICE (SAAS) MASTER TERMS AND CONDITIONS

POSTFIELD SYSTEMS LIMITED trading as “the IMS”

Postfield Systems Limited (trading as the IMS) – Master Terms and Conditions

SCOPE OF APPLICATION OF TERMS

These IMS Master Terms and Conditions (“the **Master Terms**”) are incorporated by reference into any **Customer Order** and any Customer Addendums thereunder.

In the event of a conflict between the terms of various documents that form part of the Customer Order, the documents shall take precedence in this order:-

- (i) The **Customer Order**;
- (ii) These **IMS Master Terms**.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Active Operative: an operative which is marked as active on the IMS system by a Customer administration user with appropriate permissions to access and amend operative information.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.5.

Customer: the entity or authority that has entered into the Customer Order.

Customer Order: the Customer Order between the Customer and IMS setting out the terms on which the Customer will purchase the Software from IMS which include these Master Terms.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the documents made available to the Customer by the Supplier in any format including online, printed text or machine-readable form to the Customer from time to time including technical documentation, program specification and operations manual.

Effective Date: the date of the Customer Order.

IMS or the IMS: a service provided by Postfield Systems Limited incorporated and registered in England and Wales with company number 06880624 whose principal place of business is 53 Ullswater Crescent, Coulsdon, Surrey, CR5 2HR, the **Supplier**.

Initial Subscription Term: the initial term of this agreement as set out in the Customer Order.

Intellectual Property Rights: all patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Operative Database: The total number of active operatives (have had shift activity within the previous 8 weeks) held within the IMS database.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by the Supplier to the Customer under this agreement via any website notified to the Customer by the Supplier from time to time.

Software: the online software applications provided by the Supplier as part of the Services.

Storage Database: the total size in gigabytes of all the Customer stored documents and data.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the Subscription Options, as set out in the Customer Order.

Subscription Term: has the meaning given in clause 14.1.

Supplier: The IMS, a service provided by **Postfield Systems Limited** incorporated and registered in England and Wales with company number 06880624 whose principal place of business is 53 Ullswater Crescent, Coulsdon, Surrey, CR5 2HR.

Support Services Policy: the Supplier's policy for providing support in relation to the Services. **Tablet Access:** the total number of tablet computing devices that can access the IMS system.

Subscription Options: the subscription items purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes faxes and e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. AGREEMENT

- 2.1 IMS is the entire legal and beneficial owner and licensor of the Software Service and is willing to enter into the Customer Order with the Customer to allow the Customer to subscribe to use the Software on the terms and conditions contained in these Master Terms and the Customer Order. By the Customer's execution of the Customer Order, the Customer agrees to comply with these Master Terms.
- 2.2 IMS has the right to amend the Master Terms from time to time and any amendments will have been deemed to have been notified to the Customer when notified that updated Master Terms have been published at www.theIMS.co.uk/termsandconditions/.

3. USER SUBSCRIPTIONS

- 3.1 Subject to the Customer purchasing Subscription Options package in accordance with clauses 4.3 and 9.1, the restrictions set out in this clause 3 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 3.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitate illegal activity;
 - (c) depict sexually explicit images;
 - (d) promote unlawful violence;
 - (e) are discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - (f) cause damage or injury to any person or property;

and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 3.3 The Customer shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - (c) use the Services and/or Documentation to provide services to third parties; or
 - (d) subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3; and

3.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3.5 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. ADDITIONAL SUBSCRIPTION OPTIONS

4.1 Subject to clause 4.2 and clause 4.3, the Customer may, from time to time during any Subscription Term, purchase additional Subscription Options in excess of the licensable options set out in an additional Customer Order and the Supplier shall grant access to the Services and the Documentation to such additional Options in accordance with the provisions of this agreement.

4.2 If the Customer wishes to purchase additional Subscription Options, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or disapproval of the request (such approval not to be unreasonably withheld).

4.3 If the Customer purchases additional Subscription Options, the Customer shall within 5 days of the date the Supplier confirms activation of the additional Subscription Options to the Customer, pay to the Supplier the relevant fees for such additional Subscription Options as set out in the Customer Order and, if such additional Subscription Options are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

5. SERVICES

5.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

5.2 The Supplier shall use reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during a pre-designated time window as advised by the Supplier giving no less than 5 Business Days notice ; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used all reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

5.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

6. CUSTOMER DATA

6.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

- 6.2 The Supplier shall, in providing the Services, comply with its Information Security Policy relating to the privacy and security of the Customer Data. Such document may be amended from time to time by the Supplier in its sole discretion.
- 6.3 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;
 - (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
 - (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (d) the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

7. SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking in clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or errorfree; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 7.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) notwithstanding clause 8.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

- 9.1 The Customer shall pay the Subscription Fees to the Supplier for the Subscription Options in accordance with this clause 9 and the Customer Order.
- 9.2 The Customer shall on the Effective Date complete an electronic Direct Debit Mandate via the link provided by the Supplier or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer:
 - (a) has completed a Direct Debit Instruction the Supplier, in accordance with the Direct Debit Scheme Rules and with appropriate Advance Notice the Supplier will:
 - (i) take payment on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- 9.3 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
 - (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

- (b) interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling;
- (b) are, subject to clause 14.4(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.5 If, at any time whilst using the Services, the Customer exceeds any of the license conditions as laid out in the Customer Order, the Supplier shall charge the Customer, and the Customer shall pay, the Supplier's the then current appropriate additional license fees.

9.6 The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 4.3 and/or the excess storage fees payable pursuant to clause 9.6 at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Customer Order shall be deemed to have been amended accordingly.

9.7 The subscription fees as stated in the Customer Order are the monthly subscription fees (or annual if specified in the Customer Order) for year one of any contract term only. On each subsequent annual anniversary the monthly subscription fee will be increased by the percentage change in the Retail Price Index (RPI) for the month immediately preceding the anniversary (as published by the Office for National Statistics), plus four percent (+4%). For the avoidance of doubt, if the contract commences on 1 April 2025, the monthly subscription fee for the 12 months from April 2026 onwards will be the Year 1 monthly subscription price increased by the RPI percentage change published for March 2026 plus 4%.

10. PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 This clause 11 shall survive termination of this agreement, however arising.

12. INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim;
 - (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 12.2 The Supplier shall, subject to clause 13.4, defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) the Supplier is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and (c) the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
 - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 Subject to the provisions of clause 12 this clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- (a) any breach of this agreement;
- (b) any use made by the Customer of the Services and Documentation or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

13.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

13.3 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.4 Subject to clause 14.2 and clause 14.3:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 1 month (each a **Renewal Period**), unless:

- (a) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 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 840 of the Income and Corporation Taxes Act 1988; or
- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.3 The Customer may terminate this agreement for convenience by giving the Supplier 30 days' written notice.

14.4 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 equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than 30 days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due

at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

- (d) 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.

- 14.5 In the event that the Supplier ceases trade or is unable to offer on-going support for the service, the Supplier agrees to release to the Customer all components required to operate the service including but not limited to source code, Customer Data, deployment scripts and access credentials at no cost, provided that the Customer has, at that time, paid all fees and charges due at that time under this Agreement. In addition, the Supplier will use reasonable commercial endeavours to assign ownership of the cloud account to the Customer.

15. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. WAIVER

- 16.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 16.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

- 17.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. ENTIRE AGREEMENT

- 18.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 18.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

19. ASSIGNMENT

- 19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 19.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

- 22.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the Order Agreement.
- 22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

23. GOVERNING LAW AND JURISDICTION

- 23.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England and Wales.
- 23.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

GDPR & Data Protection Statement

According to the GDPR, the controller and the processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. The IMS is hosted on the Google Cloud Platform.

Google operates global infrastructure designed to provide state-of-the-art security through the entire information processing lifecycle. This infrastructure is built to provide secure deployment of services, secure storage of data with end-user privacy safeguards, secure communications between services, secure and private communication with customers over the Internet, and safe operation by administrators Google Cloud Platform run on this infrastructure.

Google designed the security of their infrastructure in layers that build upon one another, from the physical security of data centres, to the security protections of our hardware and software, to the processes used to support operational security. This layered protection creates a strong security foundation for everything Google does.

Availability, Integrity & Resilience

Google designs the components of their platform to be highly redundant. Google's data centres are geographically distributed to minimize the effects of regional disruptions on global products such as natural disasters and local outages. In the event of hardware, software, or network failure, services are automatically and instantly shifted from one facility to another so that operations can continue without interruption. Google's highly redundant infrastructure helps customers protect themselves from data loss.

Testing

Google conducts disaster recovery testing on an annual basis to provide a coordinated venue for infrastructure and application teams to test communication plans, fail-over scenarios, operational transition, and other emergency responses. All teams that participate in the disaster recovery exercise develop testing plans and postmortems which document the results and lessons learned from the tests.

Encryption

Google & The IMS uses encryption to protect data in transit and at rest. Data in transit is protected using HTTPS, which is activated by default for all users. Google Cloud Platform services encrypt customer content stored at rest, without any action required from customers, using one or more encryption mechanisms. All personal rates & financial data is encrypted.

Access Controls

For Google and IMS employees, access rights and levels are based on job function and role, using the concepts of least-privilege and need-to-know to match access privileges to defined responsibilities. Requests for additional access follow a formal process that involves a request and an approval from a data or system owner, manager, or other executives, as dictated by Google's security policies. The system generates a unique password for each user to ensure additional security. Access to all modules are controlled through a detailed authorities list which prevents staff viewing or using modules they don't have authority use.

Vulnerability Management

We scan for software vulnerabilities using a combination of commercially available and purpose-built in-house tools, intensive automated and manual penetration testing, quality assurance processes, software security reviews, and external audits. We also rely on the broader security research community and greatly value their help identifying vulnerabilities in Google Cloud Platform. The Vulnerability Reward Program encourages researchers to report design and implementation issues that may put customer data at risk.

Cyber Security Measures

In addition to the measures outlined above, IMS maintains a comprehensive cyber security framework to protect against evolving threats, in compliance with Article 32 of the UK GDPR. This includes:

- Regular risk assessments to identify potential vulnerabilities in systems, processes, and third-party integrations.
- Implementation of firewalls, intrusion detection systems (IDS), and endpoint protection on all relevant devices and networks.
- Employee training programs on cyber security best practices, including phishing awareness, secure data handling, and incident reporting, to address human error as a leading cause of breaches.
- Continuous monitoring of network traffic and system logs for anomalous activity using advanced security information and event management (SIEM) tools.

- Compliance with industry standards such as ISO 27001 for information security management, where applicable.
- Periodic external audits and penetration testing to validate the effectiveness of our cyber security controls.

These measures are reviewed and updated annually or in response to significant changes in the threat landscape, ensuring ongoing appropriateness to the risks involved in processing personal data.

Incident Response and Data Breach Notification

IMS has established a robust incident response plan to detect, assess, contain, and recover from cyber incidents or personal data breaches, ensuring compliance with Articles 33 and 34 of the UK GDPR. In the event of a suspected or confirmed personal data breach:

- **Internal Process:** Our incident response team will immediately investigate the incident, assess the risk to individuals' rights and freedoms, and document the facts, effects, and remedial actions taken (as required by Article 33(5)). This includes root cause analysis and lessons learned to prevent recurrence.
- **Notification to Supervisory Authority (ICO):** If the breach is likely to result in a risk to individuals' rights and freedoms, we will notify the Information Commissioner's Office (ICO) without undue delay and, where feasible, within 72 hours of becoming aware of the breach. Notifications will be submitted via the ICO's online reporting form at ico.org.uk/report-a-breach. We adopt a "report early, update later" approach, providing initial details and supplementing as more information becomes available. If the breach involves cyber elements with potential criminal intent, we may also report to the National Cyber Security Centre (NCSC) or Action Fraud/Police Scotland as appropriate.
- **Notification to Data Subjects:** If the breach poses a high risk to individuals' rights and freedoms, affected data subjects will be notified without undue delay via secure channels such as email or post, including details of the breach, potential impacts, and recommended mitigation steps.
- **Agreed Channels for Notifying Stakeholders:** For clients, partners, or other controllers/processors notifications will be made through contractually agreed channels, such as designated email addresses, secure portals, or phone lines to named contacts. These channels are established in advance via data processing agreements or memoranda of understanding, ensuring secure, encrypted communication and timely escalation. Backup channels (e.g., alternative emails or 24/7 hotlines) are defined for use if primary methods are unavailable.

All breaches, regardless of notification requirements, are documented internally to demonstrate accountability and compliance. This policy aligns with the latest UK GDPR guidance, including updates from the Data (Use and Access) Act 2025, and is reviewed annually to incorporate any changes in regulatory requirements.

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