AGREEMENT FOR HOSTED CLOUD SERVICES

BETWEEN

zsah Ltd

AND

<organisation>

THIS HOSTED CLOUD SERVICES AGREEMENT ("the AGREEMENT"), is entered into this [INSERT DATE] (the "EFFECTIVE DATE') by and between:

zsah Limited, having its principal office at 7/8 Imperial Road, London, SW6 2AG (the COMPANY) and

<organisation> having its principal office at **<address>** (the CUSTOMER).

WHEREAS, the COMPANY provides Cloud Services in Secure Facilities, with access to the Internet, through the COMPANY's Global Internet Services.

WHEREAS, the CUSTOMER desires to purchase such Cloud Services in Secure Facilities with Global Internet Services provided by the COMPANY for the ultimate benefit of the CLIENT on the terms and conditions described below.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1 **DEFINITIONS**

1.1 "Data Protection and Security Policy" means the policy set forth in Schedule 1, Part 2.

1.2 "Effective Date" means the date that this agreement is executed by both parties.

1.3 "Internet" - shall mean the worldwide collection of private and public router-based networks that are interconnected via gateways and exchange points, and which all utilise the TCP/IP protocol suite.

1.4 "Global Internet Services" shall mean the COMPANY's Internet services, which provides TCP/IP connectivity to the Internet on a dedicated access basis at a wide range of bandwidth speeds.

1.5 Hosting Environment means the servers, software and other equipment to be provided by the COMPANY to the CUSTOMER as set forth in Schedule 1, Part 1 and subject to the CUSTOMER'S System Requirements, set out in Schedule 1, Part 3.

1.6 Hosting Services means the services provided by the COMPANY including setting up and maintaining the Hosting Environment, hosting the CUSTOMER'S software in the Hosting Environment and providing support thereof, but not the COMPANY'S Global Internet Services, nor the COMPANY'S Secure Facilities.

1.7 "Personal Data" shall have the meaning set out in the Data Protection Act 1998 (as amended).

1.8 "Secure Facilities" shall mean the secure facilities provided to house the Hosting Environment by the COMPANY'S subcontractor Telehouse Ltd of Coriander Avenue, London, E14 2AA.

1.9 "Sensitive Personal Data" shall have the meaning set out in the Data Protection Act 1998 (as amended).

1.10 "Services" means the services to be provided by the COMPANY and its subcontractors to the CUSTOMER as set forth in Schedule 1 and as further described at clause 2.2.

1.11 “Service Date“ - shall mean the date of completion of installation of the Hosting Environment , the international and/or national transmission facilities as well as configuration of the COMPANY’s router to provide connectivity to the Internet, the completion of which shall be confirmed by the COMPANY in writing to the CUSTOMER.

1.12 "Working Day" means between 9:00 a.m. and 5:30 p.m. U.K. time, Monday through Friday excluding public holidays in London, England

1.13 “Service Outage“- shall mean an incident of outage or interruption in Service of any duration arising due to either:

1.13.1 A hardware or software related failure on the Hosting Equipment in UK on which the CUSTOMER is directly connected. Or:

1.13.2 A failure on the underlying international and world-wide transmission facilities under the direct control of the COMPANY which are used to provide connectivity from the CUSTOMER’s or BUSINESS PARTNER’S router to the COMPANY’s router on which the CUSTOMER and/or BUSINESS PARTNER is directly connected, and which is not caused, directly or indirectly, by a negligent act or omission of the CUSTOMER. Or:

1.13.3 A failure in the Secure Facilities provided by the COMPANY

1.14 “System Requirements” shall mean the CUSTOMER’S minimum requirements, as specified by the COMPANY, for the CUSTOMER’S equipment in the Hosting Environment required to support the CUSTOMER’S software, which shall be subject to change from time to time.

2 DESCRIPTION OF SERVICES

2.1 The COMPANY will provide the Services to the CUSTOMER as set forth in Schedule 1, this Clause 2 and Clause 7 (Support) below.

2.2 Subject to Schedule 1, the Hosting Services shall be offered on a 24-hour per day basis, 7 days a week, 365 days a year.

2.3 As part of the Services the COMPANY shall:

2.3.1 comply with the Data Protection and Security Policy (Part 2 to this Schedule 1) and comply with all UK and EU data protection laws and rules; and

2.3.2 monitor and install security patches and upgrades to the Hosting Environment including any operating system software, firewalls, data base, firmware, or hardware where necessary from time to time, subject to CUSTOMER'S

confirmation as to a convenient time to install such security patches and upgrades.

3 **TERM**

This Agreement shall commence on the Effective Date and shall continue for the period specified in Part 1 of the Schedule unless terminated in accordance with clause 14 on termination.

4 **PRICING AND BILLING**

4.1 Commencing on the Service Date, the CUSTOMER shall pay to the COMPANY for the Services the charge as set out in the Annex (Technical Specification and Pricing).

These charges may be subject to adjustment on 3 months' written notice to the CUSTOMER.

4.2 The CUSTOMER also shall pay to the COMPANY a one-time installation charge as set out in Schedule 1, Part 1 for installation and configuration costs and other installation related costs (the "Installation Fee"), which shall be due and payable upon execution of this Agreement.

4.3 The amounts due hereunder by the CUSTOMER shall be payable to the COMPANY in British Pounds Sterling in immediately available funds within thirty (30) days of the date of the COMPANY's invoice, which will be sent in advance at the beginning of each billing period.

4.4 The Recurring Charges and any Installation Fee are exclusive of all applicable taxes, including value added tax, sales taxes and duties of levies imposed by any authority, government department, all of which, if any, shall be assumed and paid promptly when due by the CUSTOMER.

5 **RESPONSIBILITY OF CUSTOMER**

5.1 The CUSTOMER shall not use the Services for any purpose prohibited under applicable law.

5.2 The CUSTOMER is solely responsible for obtaining the appropriate licenses for, and undertaking the appropriate maintenance of, any software necessary for use of the Service, other than any software which is provided by The COMPANY as part of the Hosting Environment, and The CUSTOMER agrees to comply with any terms and conditions governing the use of the software provided by the COMPANY.

5.3 In the event that software is provided by The COMPANY as part of the Service, The COMPANY hereby grants a personal, non-exclusive licence for the term of this Agreement to The CUSTOMER to use such software solely for the receipt of Services under this Agreement.

5.4 Unless otherwise agreed in writing between the parties The CUSTOMER is solely responsible for its own software, programs and data, the maintenance of the same and the output there from and for ensuring that such items are (if applicable) properly licensed, including being licensed for use by The COMPANY if necessary.

The CUSTOMER undertakes to:

5.4.1 co-operate with the COMPANY and provide all information necessary under these terms;

5.4.2 ensure that all authorised users of the Services comply with these terms;

5.4.3 ensure that the number of users using the Service does not exceed the number of user subscriptions it has purchased from time to time;

5.4.4 maintain a written, up to date list of current Users and provide such list to the COMPANY within 5 Business Days of the Provider's written request at any time or times; and

5.4.5 permit the COMPANY to audit the Service in order to establish the name and password of each User. Such audit may be conducted no more than once per year, at the COMPANY's expense.

6 DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

6.1 The COMPANY warrants that the Services shall be supplied with reasonable skill and care. It is acknowledged by the CUSTOMER that the COMPANY does not operate or control the Internet in any way whatsoever.

6.2 The COMPANY does not restrict access to any destinations within the Internet network; however, the CUSTOMER acknowledges that other Internet service providers may, from time to time, filter or restrict access to other destinations within the Internet network, and Customer agrees that the COMPANY shall have no liability for any such actions by such third party Internet service providers.

In no event shall the COMPANY be liable for any loss, expense or damage (including without limitation, indirect, and consequential damages) sustained by the CUSTOMER in accessing the Internet.

6.3 The COMPANY shall not be liable to the CUSTOMER for any loss or damage sustained by the CUSTOMER, its interconnecting carriers or its customers or end users, by reason of any failure in or breakdown of communication facilities over which it has no control or by the failure of those of the CUSTOMER, or for any interruption or degradation of the Service by reason of any failure in or breakdown of communication facilities over which it has no control or or by the failure of those of the CUSTOMER.

6.4 The COMPANY shall not be liable to the CUSTOMER for any loss or damage sustained by the CUSTOMER arising from a decision of the CUSTOMER to delay or

not to implement any recommended upgrade notified to the CUSTOMER by the an COMPANY as set out in Schedule 1.

6.5 In no event shall the COMPANY be liable for (i): lost profits, business, anticipated savings, goods, contract, use, corruption of data or information, depletion of goodwill or similar losses; or (ii) indirect, special, incidental or consequential loss or damage arising from the supply or use of the Services;

6.6 The CUSTOMER'S initial remedy for any damage or loss in any way connected with the Services provided by the COMPANY, whether by the Provider's breach of warranty or any breach of any other duty, shall be, in the first instance re-performance of the Services;

6.7 The COMPANY'S liability for direct losses arising out of or in connection with this Agreement is limited as follows:

6.7.1 in relation to a single claim, limited to the Fees payable in the contract year in which the claim arises;

6.7.2 in relation to all claims, limited to 150% of the Fees payable by the CUSTOMER under the Agreement in the first year.

Nothing in these Terms excludes the liability of the COMPANY for: (i) death or personal injury caused by the Provider's negligence; or (ii) for fraud or fraudulent misrepresentation.

6.8 The COMPANY warrants that:

6.8.1 it has in effect and undertakes to maintain in effect during the term of this Agreement and for a period of time after the expiry of the term of this Agreement as is equal to the time that the Agreement was in force:

(a) adequate public liability insurance cover with a reputable insurance company to a minimum indemnity limit of ten million pounds (£10 million) for each and every claim; and

(b) adequate professional indemnity insurance cover with a reputable insurance company to a minimum indemnity limit of ten million pounds (£10 million) for each and every claim.

6.8.2 The COMPANY undertakes that it will not do or omit to do anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this clause and, to the extent permitted by the insurance conditions, shall provide on request to the CUSTOMER copies of the policy documentation.

6.8.3 The COMPANY shall, to the extent permitted by the insurance conditions, provide to the CUSTOMER evidence of the insurance cover that it is obliged to have and maintain under this Clause above.

7 SERVICE SUPPORT

As part of the Services and at no further cost to the CUSTOMER the COMPANY shall provide the following support services:

7.1 **Diagnostic Support** On request, during the Working Day and at other times as set out in Schedule 1, Part 3 (Service Level Agreement), the COMPANY will provide diagnostic support to the CUSTOMER in relation to any Service Outage or suspected Service Outage.

7.2 **Hosting Query and Service Management Handling** During the Working Day and at other times as set out in Schedule 1, the COMPANY will provide information and be available by phone or email to assist with further diagnosing any issues that relate to the Services, once identified through initial diagnosis and to answer any queries relating to the use of the hosting services.

7.3 **Service Outage Correction** During the Working Day and at other times set out in Schedule 1, the COMPANY accepts the obligation to correct Service Outages, once diagnosed, within the Service Levels specified in Schedule 1, Part 3.

7.4 **Data Backup Plans**. The COMPANY shall provide the CUSTOMER with backup and Disaster Recovery support as set out in Schedule 1.

8 SERVICE OUTAGE CREDITS

8.1 For each incident of Service Outage verified by the COMPANY, it will offer a Service Outage credit to the CUSTOMER as follows:

The COMPANY shall offer the CUSTOMER a Service Outage credit equivalent to one hour of Service for each full hour of Service interruption or outage exceeding two (2) continuous hours. All portions of hours shall be rounded down to the nearest full hour. For purposes of determining the Service Outage credit, an hour of Service shall be equivalent to the Monthly Charge divided by 720 hours.

The COMPANY shall typically apply such Service Outage credits against Service provided by the COMPANY during the immediately following month or as otherwise determined by the COMPANY.

8.2 In no event shall the COMPANY’s liability for Service Outage credits exceed the corresponding Monthly Charges for said period of Service Outage. The Service Outage credits shall be the CUSTOMER’S exclusive remedy for Service Outages.

9 DATA PROTECTION OBLIGATIONS

9.1 The COMPANY shall process the Personal Data of the CUSTOMER or the CUSTOMER’S CLIENT(S) only to the extent, and in such a manner, as is necessary for the provision of the Services, and in accordance with the CUSTOMER's instructions from time to time, and shall not process Personal Data for any other purpose.

9.2 In the provision of the Services, the COMPANY and the CUSTOMER shall comply at all times with all applicable Data Protection Laws, in accordance with the COMPANY'S Data Protection and Security Policy in Schedule 1, Part 2.

9.3 The parties acknowledge that for the purposes of the General Data Protection Regulation ("GDPR"), the CUSTOMER shall be the Data Controller of any Personal Data which the COMPANY is required to process in relation to the Services, or to which the COMPANY otherwise has access and the COMPANY shall be a Data Processor.

9.4 The COMPANY shall promptly comply with any request from the CUSTOMER requiring the COMPANY to amend, transfer, delete and/or provide to the CUSTOMER a copy of any Personal Data held by it, in the format and on the media reasonably specified by the CUSTOMER.

9.5 The COMPANY shall, within 30 days of termination of this Agreement, return to the CUSTOMER all its Personal Data and other data in an agreed, secure format.

10 DATA SECURITY OBLIGATIONS

10.1 The COMPANY shall take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to any Personal Data which it is required to process in relation to the Services or which it otherwise has access, including (without limitation) the measures set out in the Data Protection and Security Policy in Schedule 1, Part 2, and any measures which the CUSTOMER may specifically require from time to time.

11 DISCLOSURE AND TRANSFER OF PERSONAL DATA

11.1 The COMPANY shall provide the CUSTOMER with full co-operation and assistance in relation to any complaint, notice, request or communication relating directly or indirectly to any Personal Data, and shall promptly inform the CUSTOMER if any such complaint, notice, request or communication is received by the COMPANY. The COMPANY shall not communicate with any data subject of the Personal Data except as expressly requested or authorised in writing by the CUSTOMER.

11.2 The COMPANY shall not, except at the CUSTOMER's specific written request (either as part of any written description of the Services, or otherwise) or as required by law:

11.2.1 (subject to the permission given below) disclose any Personal Data to any third party (including the data subject) or authorise any third party to process the Personal Data; or

11.2.2 transfer any Personal Data outside the European Economic Area.

11.3 The COMPANY shall restrict disclosure of Personal Data to those of its employees who need access to the Personal Data to perform the Services and then only to the

extent so required, and shall ensure such employees have undergone appropriate data protection training and are aware of and comply with these Data Processor Obligations.

11.4 The COMPANY shall sub-contract its obligations in relation to Personal Data, as follows: (i) to Telehouse, Coriander Avenue, London, E14 2AA provided that the COMPANY shall be entitled to add to or change this sub-contractor by giving written notice to the CUSTOMER; (ii) on written terms which substantially reflect these Data Processor Obligations; and (iii) on condition that the COMPANY shall be liable for any breach of these Data Processor Obligations by the sub-contractor.

11.5 The COMPANY agrees that it shall whenever requested by the CUSTOMER provide written confirmation of the steps taken by the COMPANY to comply with these Data Processor Obligations and (on reasonable notice and within normal working hours) permit the CUSTOMER to inspect the COMPANY's systems relating to the processing of Personal Data by the COMPANY.

11.6 The COMPANY agrees to indemnify and keep indemnified the CUSTOMER against all costs, claims, damages or expenses incurred by the CUSTOMER for which the CUSTOMER may become liable (including legal costs) due to any failure by the COMPANY to or its employees, sub-contractors or agents to comply with any of these Data Processor Obligations.

11.7 The CUSTOMER agrees to indemnify and keep indemnified the COMPANY against all costs, claims, damages or expenses incurred by the COMPANY for which the COMPANY may become liable (including legal costs) due to any failure by the CUSTOMER to or its employees, sub-contractors or agents to comply with any of these Data Processor Obligations.

12 ASSIGNMENT

This Agreement (including any rights under it) may not be assigned or transferred by either Party without the prior written consent of the other Party, provided always that the COMPANY shall be entitled to appoint sub-contractors to provide the Services and shall remain liable for all acts or omissions of a sub-contractor.

The provisions of this Agreement shall inure to the benefit of, and be binding upon, any successor in the interest of the COMPANY, whether by merger, consolidating, transfer or all or substantially all of its assets or otherwise.

13 FORCE MAJEURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against either Party or be deemed a breach of this Agreement if such failure or omission arises from a cause of force majeure, an act of God or any other cause beyond the reasonable control of either Party.

14 TERMINATION

14.1 The term of this Agreement shall be as set out in Schedule 1, Part 1.

14.2 The COMPANY, without prejudice to its other rights at law or in equity, may terminate this Agreement or Schedule/Annex (as appropriate) if the CUSTOMER is in material default in the payment of any undisputed amount due under the

Agreement or Schedule/Annex upon serving written notice of 10 days warning that it will terminate the Agreement or Schedule/Annex if payment is not made.

14.3 Either Party, without prejudice to its other rights at law or in equity, may terminate this Agreement or Schedule/Annex (as appropriate) immediately and without notice in the event of any of the following:

14.3.1 if the other Party is in material breach of this Agreement or Schedule/Annex and fails to remedy such default within 28 days after receipt by the defaulting Party of written notice thereof from the other Party requesting its remedy ; or

14.3.2 the other Party becomes insolvent, unable to pay its debts or commences any insolvency or winding-up procedure.

Any termination shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to either party.

15 PUBLICITY, CONFIDENTIALITY

15.1 For a period of two (2) years from the date of disclosure thereof (subject to clause 15.2 below), each Party shall maintain the confidentiality of all information or data of any nature (“Information“) provided to it by the other Party, provided such Information contains a conspicuous marking identifying it as either “Confidential“ or “Proprietary“.

Each Party shall use the same efforts to protect Information it receives hereunder as it uses to protect its own Information, but in no event less than a reasonable standard of care. All Information provided by any Party to the other hereunder shall be used solely for the purpose for which it is supplied.

The above requirements shall not apply to Information, which is already in the possession of the receiving Party through no breach of any confidentiality obligations to the COMPANY or the CUSTOMER by any third party, is already publicly available, or has been previously independently developed by the receiving Party without the use of any Information.

However, this Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure.

15.2 All material hosted by the COMPANY as part of the Services (including all Personal Data and all software) shall be treated as confidential by the COMPANY beyond the two (2) year period mentioned above and for as long as such Information remains of a confidential nature.

15.3 The provision by the COMPANY of the Services in no way grants to the CUSTOMER any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at times remain the exclusive property of the COMPANY.

15.4 The hosting by the COMPANY of any material provided to it by the CUSTOMER as part of the Services in no way grants to the COMPANY any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at times remain the exclusive property of the CUSTOMER and/or the CLIENT.

15.5 The Parties shall not without prior written consent:

15.5.1 Refer to themselves as an authorised representative of the other Party in promotional, advertising, or other materials

15.5.2 Use the other Party's logos, trade marks, service marks, or any variations thereof in any of its promotional, advertising, or other materials

15.5.3 Release any public announcements referring to the other Party or this Agreement without first having obtained the other Party's prior written consent.

16 NOTICES

16.1 Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee when delivered. Notices sent by telex or fax shall be conclusively deemed to have been received by the addressee upon confirmation of receipt if followed by first class mail, postage prepaid.

16.2 If either Party wishes to alter the recipient or address to which communications to it are sent, it may do so by providing the name of the new recipient or a new address, in writing, to the other Party.

16.3 All notices, requests, or other communications shall be in writing, addressed to the Parties at their PRINCIPAL OFFICES.

17 MISCELLANEOUS

17.1 Any Article, Section, subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed here from and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which provisions shall be severed from any illegal, invalid or unenforceable

Article, Section, subsection or other subdivision of this Agreement or any other provision of this Agreement and otherwise remain in full force and effect.

17.2 No waiver by either Party to any provisions of this Agreement shall be binding unless made expressly and confirmed in writing. Any such waiver shall relate only to such matter, non-compliance or breach as it relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

17.3 The relationship between the Parties hereto shall not be that of partners. Nothing herein contained shall be deemed to constitute a partnership between them, merge their assets, or their fiscal or other liabilities or undertakings. The common enterprise between the Parties shall be limited to the express provisions of this Agreement. Nothing herein contained shall allow a party to act as an agent of any other Party.

17.4 This Agreement, and the continuance thereof by the Parties, is contingent upon the obtaining and the continuance of such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Parties, who shall endeavour to obtain and continue the same.

17.5 All matters arising out of or in connection with this Agreement and any Schedule/Annex concluded are governed by the laws of England and the parties agree to the exclusive jurisdiction of the English courts to decide all such matters.

17.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be considered one and the same instrument.

17.7 This Agreement, along with the relevant individual Schedules and Annex dealing with Technical Specifications and Pricing, Data Protection and Security Policy and Service Level Agreement :

17.7.1 Schedule 1, Part 1: Technical Specification and Pricing

17.7.2 Schedule 1, Part 2: Data Protection and Security Policy

17.7.3 Schedule 1, Part 3: Service Level Agreement

represents the entire agreement between the Parties in relation to the subject matter of that Schedule/Annex and supersedes all previous agreements, covenants and representations made by either Party, whether oral or written in relation to the subject matter of that Schedule/Annex.

This Agreement and any Schedule/Annex may only be modified if such modification is in writing and signed by a duly authorised representative of each Party hereto.

17.8 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorised officer in duplicate as of the date first above written.

zsah Limited	**<customer>**
Name:	Name:
Signature: ……	Signature: ……
Title:	Title:
Date:	Date:

SCHEDULE 1, PART 1:

TECHNICAL SPECIFICATIONS AND PRICING

1 Technical Specifications

The COMPANY will host servers and equipment belonging to the COMPANY in its rack space at Telehouse, Coriander Avenue, London, E14 2AA and either directly or through its affiliates agrees to route Internet data traffic via a network circuit to the Internet backbone in the UK to and from the COMPANY'S equipment.

The CUSTOMER'S software will run on this equipment. The COMPANY will provide two (2) internet facing IP addresses to be used for accessing the CUSTOMER's software and hold a further three (3) in reserve for use on reasonable request.

2 Service Description

To setup, host and manage the CUSTOMER'S software environments under a hosting and facilities management service.

The COMPANY will be responsible for the procurement and management of the equipment and the system requirements, whereas the CUSTOMER will be responsible for the installation and management of their proprietary software. The following table describes the split of responsibility and expected services:

	Service Description	Responsible
Setup	Equipment and IP addresses, per agreed specification	Zsah
	Install and configure software required to run <customer> application, per specification	Zsah
	Setup of secure FTP	Zsah
	Establish <customer> administrative user account to designated equipment	Zsah
	Install and configure <customer> application	<customer>
	Create <customer> user accounts and manage access	<customer?
	Communications connection to internet	Zsah
Server Maintenance	Deployment of security and other upgrades	Zsah, timing as agreed by <customer>
	BAU changes or updates to server environment	Zsah

	Diagnosing and resolving technical issues	Zsah, in accordance with SLA's
Application Maintenance (<customer> BW application)	Diagnosing and resolving application issues	<CUSTOMER>
	Deployment of patches and upgrades	<CUSTOMER>
	Allocation of client user accounts for sFTP access	<CUSTOMER>
Backup and Disaster Recovery	Nightly backups	Zsah
	Disaster recovery of environment	Zsah
	Disaster recovery of <CUSTOMER> application	<CUSTOMER>

3 Pricing

The service priced below includes all infrastructure updates maintenance and support including updates to firewall settings. Support will be provided in accordance with Schedule 1, Part 3 (Service Level Agreement) and the COMPANY will assign an Account Manager to the CUSTOMER for support delivery.

If further professional services are required then they would be taken on a project by project basis with the pricing agreed by the parties.

[INSERT PRICE TABLE]

4 Term

Subject to the operation of this Agreement, this Agreement shall have an initial term of 12 months and, thereafter CUSTOMER shall be entitled to terminate the Agreement on 90 days' notice.

SCHEDULE 1, PART 2

DATA PROTECTION AND SECURITY POLICY

1. Definitions

1.1 In this Schedule 1, Part 2, the following terms shall have the meanings set out below and similar terms shall be treated accordingly:

1.1.1 "**Applicable Laws**" means EU Data Protection Laws and any other applicable law which may apply in respect of any Personal Data;

1.1.2 "**Personal Data**" means any Personal Data Processed by a Contracted Processor pursuant to or in connection with the Agreement;

1.1.3 "**Data Protection Laws**" means EU data protection law, such as but not limited to the General Data Protection Regulation "**GDPR**", the E-Privacy Directive and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.4 "**EEA**" means the European Economic Area;

1.1.5 "**Restricted Transfer**" means a transfer prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses;

1.1.6 "**Standard Contractual Clauses**" means the latest version of the EU Commission Model Contractual Clauses that apply to transfers of personal data to third countries; and

1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the applicable Data Protection Laws and their similar terms shall be construed accordingly. For the avoidance of doubt where there is any variation in meaning the terms used in the GDPR shall prevail.

2. Processing of Personal Data

1.1 Zsah shall comply with all applicable Data Protection Laws associated with the Processing of Personal Data and will not process Personal Data other than with authorised instructions, unless processing is required by the Applicable Laws. Zsah shall, where permitted by the Applicable Laws, inform the CUSTOMER of that legal requirement before the processing the Personal Data.

1.2 Zsah may not instruct or appoint any sub-processors or subcontractors to provide the Services.

2 Rights and Permissions

2.1 The parties shall take reasonable steps to ensure the rights of Data Subjects are adhered to; that the Personal Data is accurate and kept up to date; that Personal Data is not kept for longer than is necessary and all the necessary steps to obtain applicable permission from Data Subjects in relation to processing as per this Agreement and Schedule 1, Part 2.

3 Security

3.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall in relation to Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2 The parties shall take account of the risks including but not limited to a Personal Data Breach from Processing and ensure that adequate controls exist to notify Data Subjects and the authorities as applicable in the event of a Personal Data Breach.

4 Multi-Level Security

Zsah shall establish security for its Hosting Services in three distinct areas:

4.1.1 Connectivity

All traffic to and from the Hosting Environment shall use a minimum 128 bit SSL encryption.

4.1.2 Data Security

The Hosting Environment shall use a three tier security model. The first tier is a web environment. The second is an application environment and the third tier is a database environment. Each tier shall be protected by a firewall and shall only communicate with the next or previous tier. Thus tier 1 cannot communicate directly with tier 3. Tier 3 is thus the most secure area.

4.1.3 Service Security

The CUSTOMER shall be set up as a separate service in Zsah's hosted environment. This will allow the CUSTOMER to completely secure CUSTOMER data and have access to that data.

Zsah agrees to carry out annual independent penetration testing of its publically accessible Services. If requested by the CUSTOMER Zsah must make available a copy of a report detailing the issues and remediation (excluding any Confidential Information).

4.2 **Other Security Provisions**

4.2.1 Physical Data Centre Security

To the extent that Zsah subcontracts the Services (or any of them) to a data centre provider it will ensure that such third party provides a secure ISO 27001 certified facility in which to house its hosting servers. Zsah shall ensure that such third party has implemented multi-layered security to safeguard the data centre 24 hours a day, 7 days a week, 365 days a year. The comprehensive physical site security shall include:

- A single point of entry into the data centre for employees and clients
- Coded key cards for entry into the data centre
- Biometric scanners
- Surveillance cameras located throughout the data centre
- Database of individuals authorised to access the date centre
- Manned security force

4.2.2 Employee and Sub-contractor Access Controls

Zsah shall ensure that at no time will any of the third party data centre staff have any access to the functionality or configuration of the CUSTOMER'S software or data within it.

Only those employees of Zsah, or who have a legitimate business purpose for accessing the CUSTOMER'S software or data will be given authorisation to do so. The unauthorised access or use of such material by Zsah employee is prohibited and constitutes grounds for disciplinary action.

Additionally, the hosted environment shall be configured in such a way as to block or inhibit COMPANY employees or the third party data centre staff from accessing information that they have no authority to access.

4.2.3 Operating System Security

Zsah shall enforce tight operating system-level security by using a minimal number of access points to all hosted servers. All operating system accounts shall be protected with strong passwords. All operating systems shall be maintained at each vendor's recommended patch levels for security and are hardened by disabling and/or removing any unnecessary users, protocols, and processes.

4.2.4 Firewalls

- Firewalls shall be configured to close inactive sessions.
- Firewalls shall have real-time logging and alerting capabilities; any alert shall be sent to Technical Services.
- 24/7 monitoring shall be implemented with immediate notification to Technical Services when any hosting server is not responding.
- Permanent connection to the Internet shall be via a firewall to regulate network traffic.
- There shall be restricted access to the audit logs and access shall not be available to end users.
- Full audit trail shall be maintained for all additions/amendments/deletions and/or other transactional activity. Audit trails shall be retained according to business and/or regulatory requirements.

5 Data Subject Rights

5.1 A party shall assist the other and Zsah shall assist the Customer, by responding to requests to exercise Data Subject rights under the Data Protection Laws and shall:

5.1.1 promptly notify the CUSTOMER if Zsah receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

5.1.2 ensure it does not respond to that request except on the documented instructions of the CUSTOMER or as required by the Applicable Laws to which Zsah is subject, in which case Zsah shall to the extent permitted by the Applicable Laws inform the CUSTOMER of that legal requirement before Zsah responds to the request.

6 Personal Data Breach

6.1 Zsah shall notify the CUSTOMER immediately upon Zsah becoming aware of a Personal Data Breach affecting the Personal Data. The CUSTOMER must be provided with sufficient information to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

6.2 Zsah shall co-operate with the CUSTIOMER and the CUSTOMER'S client where appropriate and take such reasonable commercial steps as are directed by the CUSTOMER to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7 Data Protection Impact Assessment and Prior Consultation

7.1 Zsah shall provide reasonable assistance to the CUSTOMER where requested with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities as may be required.

8 Disclosure and Transfer of Personal Data

8.1 The COMPANY shall provide the CUSTOMER with full co-operation and assistance in relation to any complaint, notice, request or communication relating directly or indirectly to any Personal Data, and shall promptly inform the CUSTOMER if any such complaint, notice, request or communication is received by the COMPANY. The COMPANY shall not communicate with any data subject of the Personal Data except as expressly requested or authorised in writing by the CUSTOMER.

8.2 The COMPANY shall not, except at the CUSTOMER's specific written request (either as part of any written description of the Services, or otherwise) or as required by law:

8.2.1 (subject to the permission given below) disclose any Personal Data to any third party (including the data subject) or authorise any third party to process the Personal Data; or

8.2.2 transfer any Personal Data outside the European Economic Area.

8.3 The COMPANY shall restrict disclosure of Personal Data to those of its employees who need access to the Personal Data to perform the Services and then only to the extent so required, and shall ensure such employees have undergone appropriate data protection training and are aware of and comply with these Data Processor Obligations.

8.4 The COMPANY shall sub-contract its obligations in relation to Personal Data, as follows: (i) to Telehouse, Coriander Avenue, London, E14 2AA provided that the COMPANY shall be entitled to add to or change this sub-contractor by giving written notice to the CUSTOMER; (ii) on written terms which substantially reflect these Data Processor Obligations; and (iii) on condition that the COMPANY shall be liable for any breach of these Data Processor Obligations by the sub-contractor.

8.5 The COMPANY agrees that it shall whenever requested by the CUSTOMER provide written confirmation of the steps taken by the COMPANY to comply with these Data Processor Obligations and (on reasonable notice and within normal working hours) permit the CUSTOMER to inspect the COMPANY's systems relating to the processing of Personal Data by the COMPANY.

8.6 The COMPANY agrees to indemnify and keep indemnified the CUSTOMER against all costs, claims, damages or expenses incurred by the CUSTOMER for which the CUSTOMER may become liable (including legal costs) due to any failure by the COMPANY to or its employees, sub-contractors or agents to comply with any of these Data Processor Obligations.

8.7 The CUSTOMER agrees to indemnify and keep indemnified the COMPANY against all costs, claims, damages or expenses incurred by the COMPANY for which the COMPANY may become liable (including legal costs) due to any failure by the CUSTOMER to or its employees, sub-contractors or agents to comply with any of these Data Processor Obligations.

9 Deletion or return of Personal Data

9.1 Subject to the clauses of this Data Protection and Security Policy, Zsah shall promptly and in any event within 30 calendar days of the date of cessation of the Services involving the processing of the CUSTOMER'S client's Personal Data (the "Cessation Date"), permanently delete and destroy and procure the deletion of all copies of the CUSTOMER'S client's Personal Data.

9.2 Zsah may retain Personal Data to the extent required by the Applicable Laws and only to the extent and for such period as required by the Applicable Laws and always provided that the confidentiality of all such Personal Data is maintained and that the Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

9.3 Zsah shall provide written certification to the CUSTOMER and that it has fully complied with this section 8 within 30 calendar days of the Cessation Date.

10 Audit rights

Zsah shall make available to the CUSTOMER all information reasonably requested that demonstrates compliance with this Schedule.

11 General Terms

Governing law and jurisdiction

11.1 Save that jurisdiction and governing law are to be EU or EU member state law, the parties to this Schedule 1, Part 2 hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Schedule 1, Part 2, including disputes regarding its existence, validity or termination or the consequences of its nullity.

Order of precedence

11.2 Nothing in this Schedeule 1, Part 2 reduces the parties obligations in relation to the protection of Personal Data or permits processing of Personal Data in a manner which is prohibited by the Agreement.

11.3 Subject to section 11.2, with regard to the subject matter of this Schedule 1, in the event of inconsistencies between the provisions of this Schedule 1 and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of the Agreement, the provisions of this Schedule 1 shall prevail.

Changes in Data Protection Laws, etc.

11.4 The parties shall not unreasonably withhold or delay agreement to any reasonably required variations to this Schedule 1 proposed to protect Personal Data.

SCHEDULE 1, PART 3:

SERVICE LEVEL AGREEMENT

Contents

1 Purpose
2 Scope of warranted services
3 Definition of terms
4 Service Levels
System availability
Problem reporting
Problem diagnosis
Backup Policy
5 Hours of Service
The system
Problem reporting service
Problem management service
6. Support Issue Severity Levels, Response Times, Issue Resolution, and escalation.

Appendix A – Contacts
Zsah Help Desk
Customer operational contacts

1. Purpose

The purpose of this document is to define the service levels that the COMPANY (referred to in this Schedule 1, Part 3 as Zsah) will provide to the CUSTOMER (sometimes referred to in this Schedule 1, Part 3 as "you") in respect of the Services. It sets out the complete service levels available in respect of these Services provided that in the event of any conflict between this Schedule 1, Part 3 and the operative clauses of this Agreement, the Agreement shall take precedence.

A Customer may have additional features and required services affecting this SLA, or it may be agreed that a product will not meet all the requirements in this SLA exactly as laid out. These differences will be noted in the Services specific section of the Schedules and are incorporated into this SLA and made a part hereof.

2. Scope of warranted services

Zsah undertakes to warrant the availability for those elements of service directly under Zsah's control for 99.99% of the time measured across the Measurement Period.

These elements include:

- Connection to the public Internet
- The utility infrastructure including secure physical access, conditioned electrical power, cooling and fire prevention
- Servers and networking hardware and their operating systems
- Communication lines supplied by Zsah , directly connected to the data centre

- Application software written by Zsah programmers

Zsah will not warrant the availability of the service when it is affected by problems due to:

- Scheduled Outages
- Application software not written by Zsah
- 3rd party application packages
- External service providers (eg market data feeds, payment services, news services)
- Change and development carried out by the Customer or his agents
- Customer not complying with the System Requirements in Schedule 1, Part 3

3. Definition of terms

Active Date: The date at which the service is deemed subject to this SLA, and agreed in writing by both Zsah and the Customer using the zsah Active Date Form.

Force Majeure: An event that causes
Zsah to be unable to fulfil its obligations because of flood, extreme weather, fire or other natural calamity, acts of government agency, war, riot, civil unrest, work stoppages or strikes, failure of the core internet or any other causes beyond the control of Zsah.

Installation Date: The date at which the service platform is available to the Customer.

Measurement Period: One calendar month. The first month will be measured from the Active Date to the last day of the following calendar month, where the Active Date is not the last day of the month.

Out-of-Hours: Any period of time not in the Working Day.

Scheduled Outages: Periods of time, during the Service Term, that Zsah temporarily interrupts any Services for upgrades, maintenance, or any other agreed upon reason or purpose.

Services: What is agreed between Zsah and the Customer, and provided by Zsah to the Customer and defined the Schedules.

Service Period: The contracted period of time that the service(s) are to be supplied to the Customer by Zsah.

Unscheduled Outage: Interruptions in Services arising from failures associated with the Service(s) provided by Zsah not covered by Force Majeure or Scheduled Outages.

Working Day: Monday to Friday from 09:00 to 17:30 United Kingdom time, excluding UK Public Holidays.

4. Service Levels

System availability

Subject to clause 2 of this SLA, Zsah undertakes that the System as defined in the Service Description above will be available to the customer for 99.99% of the time, 24 hours a day, 365 days per year. This SLA will not apply to the period between the Installation Date and the Active Date and any impact on
availability due to force majeure Problem reporting

When a problem is reported to the Help Desk, Zsah will determine the severity level and initially respond to the customer within the response times as set out in section 6 of this Annex. Problem diagnosis

Within the response time determined by the severity level, Zsah targets that it will diagnose problems and either:

Resolve them if they are within the warranted scope and inform the customer of its actions.

Assign them to a responsible party if they are outside the warranted scope and close out the fault and inform the customer of its actions.

Backup Policy

Zsah's backup policy is to allow full recovery in the event of hardware failure, and restore to the last scheduled backup. The following standards will be adhered to:

- Nightly full backups of all database and test databases, stored onsite with a 32day rotation. Weekly full backups stored offsite at a separately located, secure data centre equivalent to Telehouse which meets the security standards required under this contract.

- Restore times: one business day restore time from backup to restore on the COMPANY's primary database server; and, three business days restore time from backup to the COMPANY's secondary database server (e.g test or any other non-production

  environment); provided, however, these times may be delayed by up to two business days if the backup required to be restored is stored offsite

Update Policy

Zsah will carry out routine maintenance and upgrades in accordance with the
CUSTOMER'S own maintenance schedule as provided to Zsah by the CUSTOMER. In the case of urgent or emergency upgrades, Zsah will provide as much advance written notice to the CUSTOMER as possible and the CUSTOMER shall cooperate with the COMPANY to carry out the urgent upgrades as soon as possible.

5. Hours of Service

The system

Zsah will operate the system and make it available to the customer as per section 4 above.

Problem reporting service

Zsah will provide a Help Desk service to enable customers to report problems 24 hours a day, 7 days a week, 365 days a year. See contacts in Appendix A. Problem management service

Zsah will provide a problem tracking, escalation and reporting service during the Working Day. Where Zsah are actively working on the resolution of a priority one problem, this service will be extended until a resolution is achieved. When the fault is registered (by either the Customer or Zsah or any other third party), such fault will issued a unique Zsah FRN (Fault Report Number). All reported faults are tracked by the Help Desk.

6. Support Issue Severity Levels, Response Times, Issue Resolution, and escalation.

The severity level assigned to support issues will be jointly determined by zsah and THE CUSTOMER. zsah will address support issues in accordance with Table 1. Any CUSTOMERrequested enhancements, customization, and modifications are not support issues for this purpose.

SCHEDULE 1, PART 3 Service Level Agreement - TABLE 1

1. **Severity Level 1 - Critical Issues** The hosting service is experiencing problems which cause it to be unavailable, to stop completely or that lead to data corruption. The COMPANY shall provide telephone response within the Initial Response Time for Severity Level 1 - Critical Issues as defined below. Within the Follow Up Response Time, all qualified personnel who can concurrently work to resolve the problem will be assigned to the problem and the CUSTOMER shall be advised of the assignment. Such personnel shall remain assigned to the problem until it is resolved. Every effort will be made to resolve the condition within the Target Resolution Time frame as defined below. The COMPANY shall demonstrate to the CUSTOMER its good faith and diligent initiation and prosecution of corrective measures. The COMPANY shall report in writing, pursuant to the Status Report Schedule as defined below, to the CUSTOMER concerning the cause of the problem, the resources required to resolve the problem, the approximate time the problem will be resolved, and provide a description of the actions necessary to resolve the problem. If the problem has not been fully resolved within the Extended Resolution Time frame as defined below, The COMPANY's Managing Director will be notified. The response times applicable to Severity Level 1 - Critical Issues are as follows:

    - Initial Response Time 15 Minutes
    - Follow up Response Time 60 Minutes
    - Target Resolution or Options Time frame 2 Hours
    - Extended Resolution Time frame 4 Hours
    - Status Report Schedule Every 60 Minutes

2. **Severity Level 2 - High Impact Issues.** The hosting service is experiencing problems that cause a major application, function, feature or Performance/Availability Service Level (see above) to fail. These problems are only severe enough to limit the usefulness of some aspects of the services that the COMPANY provides to the CLIENT. The COMPANY shall provide telephone response within the Initial Response Time for Severity Level 2 - High Impact Issues as defined below. Within the Follow Up Response Time, qualified personnel will be assigned to the problem and the CUSTOMER shall be advised of the assignment. Such personnel shall remain assigned to the problem and work until it is resolved. Every effort will be made to resolve the condition within the Target Resolution Time frame as defined below, and the COMPANY will demonstrate to the CUSTOMER its good faith and diligent initiation and prosecution of corrective measures within said period. Resolution may include a temporary fix or workaround. If it is not resolved within the Extended Resolution Time frame, the problem will be escalated to Severity 1 - Critical Issues and the procedure described for Critical Issues shall apply. The response times applicable to Severity Level 2 - High Impact Issues are as follows:

    - Initial Response Time 15 Minutes
    - Follow Up Response Time 2 Hours
    - Target Resolution or Options Time frame 6 Hours
    - Extended Resolution Time frame 8 Hours

- Status Report Schedule Every 1 Hour

3. **Severity Level 3 - Medium Impact Issues.** The hosting service is experiencing problems that cause minor applications, functions, features or Availability/Performance Service Level to fail to operate. The problem is severe enough to limit the usefulness of the affected part of the services that the COMPANY provides to the CLIENT, but does not otherwise hamper the rest of their usefulness. The COMPANY shall provide telephone response within the Initial Response Time for Severity Level 3 - Medium Impact Issues as defined below. Within the Follow Up Response Time, qualified personnel will be assigned to the problem and the CUSTOMER shall be advised of the assignment. The personnel will work continually during the Working Day to resolve the problem. Within the Target Resolution or Options Time Frame, mutually agreed upon temporary fixes or workarounds will be implemented until a permanent resolution is provided. If it is not resolved within the Extended Resolution Time frame, the problem will be escalated to Severity Level 2 - High Impact Issues and the procedure described for High Impact Issues shall apply. The response times applicable to Severity Level 3 - Medium Impact Issues are as follows:

   - Initial Response Time 1 Hour
   - Follow On Response Time 8 Hours
   - Target Resolution or Options Time frame 16 Hours
   - Extended Resolution Time frame 24 Hours

4. **Severity Level 4 - Low Impact Issues.** The hosting service is experiencing problems that cause minor irritations but do not inhibit the usefulness of the Services that the COMPANY provides to the CLIENT. The COMPANY shall evaluate and prioritize the problem and assign personnel to work on the problem during the Working Day. Severity Level 4 - Low Impact Issues will be resolved within a week based on priority.

5. **User Manuals**

Any relevant user manuals will be provided to THE CUSTOMER.

SCHEDULE 1, PART 3 Service Level Agreement

Appendix A – Contacts

Zsah Help Desk

Name	Phone number	E-mail/Other
Zsah Help Desk	0207 060 6032	support@zsah.net

Customer operational contacts

Name and contact details of normal contact point (eg Help Desk Manager)

Name	Phone number	E-mail/Other

Name and contact details of alternative first contact point (eg pager service out of hours)

Name	Phone number	E-mail/Other

The Parties hereby execute this Schedule by a duly authorised officer.

zsah Limited	**<CUSTOMER>**
Name:	Name:
Signature: ……	Signature: ……
Title:	Title:
Date:	Date: