

## BOARD INTELLIGENCE LIMITED SERVICE AGREEMENT

### Parties:

- (i) **Board Intelligence Limited** registered company number 04529306 whose registered office is located at 24 Cornhill, London, EC3V 3ND (“**Board Intelligence**” or “**BI**”), and
- (ii) [REDACTED] registered company number [REDACTED] whose registered office is located at [REDACTED] (the “**Client**”).

Each a “**Party**” and together the “**Parties**”

This service agreement (“**Service Agreement**”) together with the Framework Agreement and Call-Off Agreement agreed by and between the parties constitutes the agreement between Board Intelligence and the Client (the Services Agreement, Framework Agreement and Call-Off Agreement are collectively referred to as the “**Agreement**”). In the event of any conflict between the documents the parties shall use clause 8.3 of the Framework Agreement to determine the priority of the documents.

### 1. DEFINITIONS AND INTERPRETATION

The definitions in this Clause apply in this Agreement.

“**Application**” means the online platform and software application provided by Board Intelligence as part of the Services.

“**Call-Off Agreement**” means the Call-Off Agreement entered into on or around the date of this Service Agreement between Board Intelligence and the Client.

“**Charges**” means all charges due from the Client to Board Intelligence for the Services or otherwise payable under the Call-Off Agreement.

“**Client Data**” means any data the Client provides to Board Intelligence to enable Board Intelligence to provide the Services.

“**Confidential Information**” information that is proprietary or confidential including any information concerning the business, affairs, clients or suppliers which the disclosing party directly or indirectly discloses (or makes available) to the receiving party.

“**DPL**” all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“**Framework Agreement**” the Framework Agreement RM1557.10 entered into between Board Intelligence and Crown Commercial Service in connection with G Cloud 11.

“**G Cloud 11**” the 11<sup>th</sup> iteration of the multi-supplier, pan-government framework for the purchase of Cloud-based IT services.

“**Services**” the services supplied by Board Intelligence to the Client as set out in Schedule 1 of the Call-Off Agreement.

“**Users**” those individuals named and authorised by the Client to use the Application.

“**Virus**” shall mean any malicious code (including malware, worms, trojan horses, and viruses) which may adversely affect: (a) the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) access to or the operation or reliability of any programme or data; or (c) the user experience.

### 2. PERMITTED USE

- 2.1 Board Intelligence grants the Client a non-exclusive, royalty free, non-transferable licence to permit the Users to use the Application for the term of the Call-Off Agreement.
- 2.2 The Client agrees and acknowledges that:
  - (a) the Services may only be used by the Users;
  - (b) it will not (and will not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble or modify the Application in whole or in part; and
  - (c) it will notify Board Intelligence as soon as it becomes aware of any unauthorised use of the Application.

### 3. APPLICATION USERS

#### 3.1 The Client:

- (a) may request an increase to the number of Users at any time and Board Intelligence shall increase the Charges in accordance with the Call-Off Agreement;
- (b) shall make each User aware of, and procure that they each comply with, the terms of this Service Agreement as if they were party to this Service Agreement;
- (c) shall procure that Users do not share their password or otherwise allow any person who is not a User to access the Application; and
- (d) shall (i) ensure the accuracy of each User’s details; (ii) maintain the correct access rights for each User; and (iii) ensure that any redundant User account is deleted in a timely manner. Where an amendment or deletion is carried out by Board Intelligence at the Client’s request, the Client shall ensure the accuracy of the change.

- 3.2 Board Intelligence may monitor the use of the Application to improve its services and to ensure that the Client is complying with the terms of this Service Agreement.

- 3.3 Board Intelligence may contact Users directly in relation to the Services.

### 4. PROVISION OF THE APPLICATION

#### 4.1 The Client:

- (a) will ensure that its network and systems comply with the relevant specifications provided by Board Intelligence from time to time;
- (b) will be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centre hosting the Application;
- (c) will ensure each User shall keep a secure password for his / her use of the Application; and
- (d) will not, and shall procure that the Users will not, use the Application or any element of the Services to access, store, distribute or transmit any Viruses, or any material that is unlawful or illegal or that a person acting reasonably would consider offensive or likely to cause damage or injury to any person or property.

### 5. APPLICATION SUPPORT AND UPDATES

- 5.1 Board Intelligence will provide the Application and support services for the Application in accordance with its Standard Support Policy (attached as Schedule 1 to this Service Agreement). Board Intelligence may amend the Standard Support Policy at its sole discretion from time to time.
- 5.2 Board Intelligence may make updates of the Application available to the Client from time to time. Maintenance updates will be provided without charge and the Client will install such updates as soon as reasonably practicable after receipt.

6. **STAFF**

The Client will not, without the prior written consent of Board Intelligence make any offer of employment to, or otherwise engage, any employee of Board Intelligence.

7. **DURATION AND TERMINATION**

7.1 The Service Agreement shall commence and terminate on the same day/s as the Call-Off Agreement (in accordance with its terms).

7.2 Prior to termination of the Call Off Agreement, the Client shall ensure that it has downloaded copies all required Client documents stored on the Application.

8. **NOTICE**

8.1 Any notices in connection with this Service Agreement will be provided in accordance with Clause 8.63 of the Framework Agreement or Clause 20.1 of the Call-Off Agreement (as appropriate).

9. **CONFIDENTIALITY**

9.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under, or receive the benefit of, the contract. A party's Confidential Information shall not be deemed to include information that:

- 9.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;
- 9.1.2 was in the other Party's lawful possession before the disclosure;
- 9.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
- 9.1.4 is independently developed by the receiving Party and such independent development can be evidenced in writing.

9.2 Subject to clause 9.4, each Party shall hold the Confidential Information of the other Party in confidence and not make the Confidential Information available to any third party or use the Confidential Information of the other Party for any purpose other than implementation of the Contract.

9.3 Each Party shall take all reasonable steps to ensure that the other Party'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 clause 9.

9.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

9.5 The Client acknowledges that details of the Services constitute Board Intelligence's Confidential Information.

9.6 Board Intelligence acknowledges that the Client Data is the Confidential Information of the Client.

10. **CLIENT DATA**

10.1 If Board Intelligence processes any personal data on the Client's behalf under the Agreement, it is intended that the Client will be the data controller and Board Intelligence will be the data processor. Both Parties will comply with the DPL applicable at the relevant time. This

Clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations under the DPL.

11. **LIABILITY**

11.1 Subject always to clause 11.2:

11.1.1 the Client assumes sole responsibility for the results and conclusions obtained from the use of the Services and/or any of its acts or omissions based on BI's analysis and recommendations;

11.1.2 BI will have no liability for any loss caused by errors or omissions in any information, instructions or scripts the Client provides in connection with the Services, or any actions taken by BI at the Client's direction.

11.1.3 BI will not be liable for any claims for (i) loss of profit, turnover, contracts, reputation or anticipated savings (in each case whether direct, indirect or consequential) or (ii) any special, incidental, indirect or consequential damages.

11.1.4 BI'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 the Contract shall be limited to £100,000.

11.2 Nothing in the Contract excludes or limits either Party's liability (a) for death or personal injury caused by its negligence; (b) for fraud or fraudulent misrepresentation; (c) for breach of the terms implied by s12 of the Supply of Goods Act 1979 or s2 of the Supply of Goods and Services Act 1982; (d) to pay the Charges; or (e) which cannot otherwise be excluded or limited by law.

11.3 All conditions, warranties, representations and all other terms of any kind whatsoever implied by statute, common law or otherwise, are to the fullest extent permitted by law excluded from the Contract.

12. **GENERAL**

12.1 No variation of this Service Agreement shall be effective unless it is in writing and signed by both Parties.

12.2 Neither Party will assign its rights or transfer its obligations under the Contract without the prior written consent of the other Party (not to be unreasonably withheld or delayed).

12.3 A person who is not party to this Service Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.

12.4 If any provision or part-provision of this Service Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.

12.5 This Service Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.

## SCHEDULE 1 – STANDARD SUPPORT POLICY

Board Intelligence takes pride in the quality of service provided to our clients. This document details our standard levels of service for our Application clients, which is included in the agreed Charges set out in the Call-Off Agreement. Defined terms used herein have the meaning given to them in the Agreement.

Details of other support levels and their associated fees are available on request.

This document is organised as follows:

1. Level of Service
2. Scope & Limitations
3. Client Obligations
4. Privacy Notice / Data Protection

### 1. Level of Service

Board Intelligence aims to deal swiftly and fully with issues and requests for assistance. Below we set out the minimum service levels the Client can expect, although responses will often be faster in practice:

- **Support Channels:** We are pleased to offer Client support 24 hours a day, 7 days a week, 365 days a year. Out of hours support may be provided by our wholly owned subsidiary Board Intelligence (HK) Limited (**BI HK**) located in Hong Kong. BI HK is staffed by one of our most experienced employees who recently relocated to Hong Kong.
- **Response Times:** We will promptly respond to all support calls and emails from Users which come through the Support telephone number (+44 207 192 8200) and email address ([bigsupport@boardintelligence.co.uk](mailto:bigsupport@boardintelligence.co.uk)). On the rare occasions where we are unable to resolve a support request immediately, we will prioritise the support requests according to the following criteria:

Classification	Example of scenario
1. Critical	Service down or users unable to use the system.
2. Serious	Service operational but with degraded functionality.
3. Inconvenient	Performance issue mildly affecting some but not all users. Routine technical issue.
4. Cosmetic	Information request or change request.

- **Disaster Recovery:** In the event of a disaster, data loss will be limited to 30 minutes and Board Intelligence will aim to restore the service within 4 hours.
- **Data Recovery:** In the event of accidental data deletion by the Client, Board Intelligence will aim to recover the data within 4 hours.
- **Availability:** Where a planned outage is required, we will notify the Client two weeks in advance of any outage event. Planned outages will not exceed 5 hours per 28 day period. Planned outages will not be counted towards the calculation of uptime.
- **Monitoring the Application:** Senior members of Board Intelligence's Software Services Team will proactively monitor the performance of the Application to ensure a high standard of service. This monitoring does not include access to Client data.
- **Audit trail:** A full audit trail of activity on the system is available in real time to Client staff who have appropriate administrator access rights.

### 2. Scope & Limitations

Board Intelligence will provide services to address issues where the software fails to conform to its documentation, and where users experience any difficulty in using the software for its intended purpose.

It is our intention to provide an excellent standard of service and to deliver the highest possible levels of satisfaction to our clients. However, there are some issues that fall beyond our control and, whilst we will take all reasonable steps to support our clients in such circumstances, Board Intelligence will not be obligated to provide a solution in such cases, these include:

- Improper use or maintenance by the Client
- Natural disaster, act of nature, power surge or similar beyond the control of Board Intelligence
- Failure caused by components of technology not supplied by Board Intelligence

### 3. Client Obligations

Any failure to comply with the below may inhibit Board Intelligence's ability to provide support. Board Intelligence will not be held responsible if the Client's default on any of the below results in support responses falling outside of their response targets.

- **Point of Contact:** The Client will nominate an individual who will act as the principal Point of Contact and who will escalate any issues from the Client side which they feel have not been adequately dealt with.

- **Responses:** The Client must provide Board Intelligence with timely and accurate responses to any requests for information, which will help us to respond to an issue and must provide enough information for us to be able to diagnose the problem.
- **Access:** Clients must provide access to any information Board Intelligence may reasonably need to address a problem, or to any systems required to do so.

#### 4. Privacy Notice / Data Protection

- **Personal Information:** Clients may be required to provide personal information such as: name, title, phone number, e-mail to enable us to service their request.
- **Information Handling:** The handling of any personal information provided to Board Intelligence will be consistent with the arrangements laid out in the Agreement.
- **Data Centre Provider:** Memset Ltd and Pulsant Ltd (the “DCPs”) provide Board Intelligence with secure physical locations, physical access controls, redundant power supply and network connections as well as on site disaster prevention and recovery services such as fire protection and back-up power supply. The DCPs do not have access to the data on Board Intelligence’s servers which are securely encrypted and administered by Board Intelligence alone, and as such the DCPs do not have access to Client data.
- **Informing Staff:** It is the Client’s duty to inform their staff of the personal information that is shared with Board Intelligence and what it will be used for, i.e. contact details may be stored to enable Board Intelligence to provide support services.
- **Feedback:** Board Intelligence may, from time to time, request feedback and suggestions relating to the Application in order to help us improve our service. Board Intelligence reserves the right to use such suggestions, input and other information.

By signing this Service Agreement, the parties agree to its terms.

Signed for and on behalf of <b>Board Intelligence Ltd</b> by:	.....	Signed for and on behalf of [redacted] by:	.....
<b>Name:</b>	.....	<b>Name:</b>	.....
<b>Job title:</b>	.....	<b>Job title:</b>	.....
<b>Date:</b>	.....	<b>Date:</b>	.....