DATED 2019

(1) LOOKING LOCAL LTD

(2) [ACCOUNT NAME]

HealthMyself Agreement

Looking Local

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HEALTHMYSELF AGREEMENT

THIS AGREEMENT is made the day of 2019

BETWEEN:

(1) **LOOKING LOCAL LTD** of C/O Paris Smith LLP, 1 London Road, Southampton, Hampshire, SO15 2AE ("**Looking Local**"); and

(2) **[CUSTOMER NAME]** of [customer address] **("Customer"**).

WHEREAS:

(A) Looking Local have developed certain software applications and Platforms which it makes available to the Customer ("Digital Services") for the purpose of providing an Internet based Service in accordance with the terms and conditions of this Agreement.

(B) Looking Local are the entire beneficial owner of the Digital Services listed in Schedule 2 and is willing to License the Customer to make these applications available for use, in accordance with (A), above.

(C) Looking Local agrees to provide the Customer with access to its arrangements through the Infrastructure of Looking Local for which the Customer has agreed to take and pay for the Digital Service subject to the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

1.1. Unless otherwise stated, capitalised words and phrases used in this Agreement shall have the meanings set out in Schedule 1.

1.2. Schedules 1 – 8 inclusive to this Agreement form part of and are incorporated into this Agreement and references to Clauses and Schedules shall be to Clauses and Schedules of this Agreement.

1.3. Any reference to a "person" includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others.

1.4. References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

1.5. References to "this Agreement" or to any other agreement or document referred to in this Agreement mean this agreement or such other agreement or document as amended, varied, supplemented, modified, replaced or novated from time to time.

1.6. References to Looking Local and the Customer include their respective successors and permitted assigns.

1.7. References to any document being in agreed terms are to that document in the form signed, or initialled, by, or on behalf of, the parties for identification.

1.8. Any reference to writing shall include typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible form.

1.9. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.10. "Data Protection Legislation" means the Data Protection Act 2018 and application of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018.

2. Commencement and Term

2.1. This Agreement shall commence on the Commencement Date and shall continue for an Initial Subscription Term and thereafter until expiry or termination in accordance with the terms of this Agreement.

3. Provision of the Content

3.1. The Customer acknowledges and agrees that Looking Local will not make the Digital Services available unless Looking Local has received the Charges in accordance with Schedule 3.

3.2. All Content provided by the Customer may be subject to review by Looking Local in order to ensure the End Users compliance with any Terms of Use (where applicable) and the Customer's compliance with the terms and conditions of this Agreement. All reviews of the Content may be conducted at Looking Local's request, on reasonable notice and during business hours and the Customer will co-operate in such review.

3.3. On and from the Commencement Date, the Customer shall appoint a Compliance Officer who is responsible for reviewing the Content provided by the Customer and any End User (Where applicable) to ensure that the Content complies with the provisions of this Agreement. The Compliance Officer shall liaise with Looking Local as required in relation to changes to the Content. Each party shall notify the other of all changes to their respective details in Schedule 5 and in accordance with the clause 4.1.3.

4. Customer's Other Obligations

4.1. In addition to the obligations set out in Clause 3, the Customer must:

4.1.1. comply with the Service Level Agreement to the extent that the Service Level Agreement imposes obligations on the Customer;

4.1.2. co-operate and liaise with Looking Local and any third parties retained by Looking Local to perform any Services and as reasonably requested by Looking Local from time to time; and

4.1.3. if it becomes aware of any End User breaching any associated Terms of Use, the Customer will immediately provide Looking Local with details of the End User to enable Looking Local to deactivate that End User's access to the Service.

4.2. The Customer shall not:

4.2.1. Copy (and shall not permit any third party to copy), adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Website or any Digital Services provided by Looking Local in whole or in part.

4.2.2. Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

4.2.3. Access all or any part of the Services in order to build a product or Service which competes with the Services.

4.3. The Customer may not use the Digital Services other than as specified in this agreement without the prior written consent of Looking Local, and the Customer acknowledges that additional fees may be payable on any change of use approved by Looking Local.

5. Provision of the Services

5.1. Subject to Clause 5.2 and Clause 6 and in consideration for the payment of the Charges, Looking Local shall use all reasonable endeavours to provide the Digital Services to the Customer and the End Users during the Term, in accordance with the SLA.

5.2. Looking Local has the right to remove information that the Customer or the End User (where applicable) provided at any time if, in Looking Local's opinion, the End User or the Customer fail to comply with any of the provisions of these terms and conditions and/or any Terms of Use.

5.3. Looking Local has the right to disable any access code, username, password or other information Looking Local provided to the Customer or an End User at any time if, in the opinion of Looking Local, the Customer or any End User fail to comply with any of the provisions of these terms and conditions and/or the Terms of Use.

5.4. From time to time Looking Local may:

5.4.1. Temporarily suspend the Digital Services because of an emergency or for operational maintenance or improvements or for the purpose of ensuring network or information security. In such cases, Looking Local shall aim to

restore the Digital Services as soon as reasonably practical and Looking Local shall publish such suspension on the Site.

5.5. Looking Local does not guarantee that the Digital Services are error or Virus free, and dealings that the Customer or any End User may have with promotions, services or merchants via the Digital Services are solely between the Customer and/or the individual End User and the person with whom they are dealing.

5.6. Looking Local does not warrant or guarantee the performance of the Website or that the transmission of information over the internet will be secure or that the internet will be accessible at all times indicated by Looking Local.

5.7. The Customer and Looking Local agree to work together to promote the Digital Services / HealthMyself and shall use reasonable endeavours to promote the interests of both parties in connection with the Services for their mutual benefit.

6. Charges

6.1. In consideration of Looking Local providing the Services to the Customer, the Customer must, upon receipt of an invoice (such invoice being valid for Value Added Tax purposes), pay Looking Local (or its nominated agent) the Charges together with any VAT, in accordance with this Clause 6.

6.2. The Charges to be paid by the Customer in respect of the Initial Subscription Term shall be as set out in Schedule 3.

6.3. Charges payable by the Customer for each Charging Period following the Initial Subscription Term shall be amount equivalent to [Insert costs] % of the Charges payable in respect of the Initial Subscription Term plus any increase resulting from application of the RP Index to such Charges together with the amount if any, as may be notified to the Customer at least 90 days before expiry of the relevant Charging Period. (For the avoidance of doubt, Looking Local is not required to give notice in respect of an RP Index increase).

6.4. Unless the Customer gives to Looking Local notice of termination at least 60 days before expiry of such Charging Period then the Customer shall pay all the Charges for the subsequent Charging Period notwithstanding notice of termination or whether the Services or any part thereof are not required during such subsequent Charging Period.

6.5. For invoices issued by Looking Local (or its agent), or for any other sums due to Looking Local under this Agreement, the Customer must pay Looking Local or its

nominated agent within 30 days after the date of issue of the invoice ("the due date").

6.6. All Charges invoices which are not paid by the due date shall bear simple interest from day to day after such due date until the actual date of payment at the annual rate of 5 per cent less than the rate provided for by the Late Payment of Commercial Debts (Rate of Interest) (No 3) Order 2002.

6.7. All sums due to either party under this Agreement are exclusive of VAT (if any) and all other applicable duties and taxes. Any applicable VAT will be charged in addition in accordance with the relevant law and regulations in force at the time of making the taxable supply for VAT purposes and will be payable in accordance with Clause 6.1.

6.8. In the event that this Agreement is properly terminated by the Customer under Clause 14.3 due to any established breach by Looking Local of the provisions of this Agreement, Looking Local shall refund the Customer on a pro rata basis the Charges paid by the Customer in respect of the Charging Period applicable at the time of termination.

7. Intellectual Property Rights

7.1. In consideration of the Charges paid by the Customer to Looking Local, Looking Local grants to the Customer a non-exclusive licence on and from the Commencement Date to use the Digital Services in accordance with the terms and conditions of this Agreement.

7.2. This Agreement does not assign any Intellectual Property Rights in the Content used in connection with this Agreement existing as at, or developed after, the Commencement Date and neither party may assert ownership of all or part of the other party's pre-existing Intellectual Property Rights in the Content used in connection with this Agreement.

7.3. On and from the Commencement Date, the Customer grants, or will procure the grant, to Looking Local a royalty-free, non-exclusive, irrevocable licence to use any business name, trade name, logo or trademark used by the Customer solely in connection with the Services, and for the Term of, this Agreement.

7.4. On and from the Commencement Date, Looking Local grants, or will procure the grant, to the Customer of a royalty-free, non-exclusive, irrevocable licence to use its business names, trade names, logos or trademarks solely in connection with the

receipt of the Services for the Term of, this Agreement and in accordance with any guidelines or conditions supplied by Looking Local.

7.5. Subject to the Customer's compliance with Clauses 7.7 to 7.9, Looking Local shall indemnify the Customer against all direct costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of the Intellectual Property Rights of a third party in relation to the use of the Infrastructure.

7.6. Subject to Looking Locals compliance with Clauses 7.7 to 7.9, the Customer shall indemnify Looking Local against all direct costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of the Intellectual Property Rights of a third party in relation to the Content provided to Looking Local by the Customer.

7.7. Each party (the '**indemnified party**') shall promptly notify the other party (the '**indemnifying party**') if any claim or demand is made or action brought or threatened against the indemnified party to which Clause 7.5 or 7.6 may apply. The indemnifying party shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the indemnified party hereby agrees to grant to the indemnifying party exclusive control of any such litigation and such negotiations.

7.8. The indemnified party shall at the request of the indemnifying party afford to the indemnifying party all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the indemnified party to which Clause 7.5 or 7.6 may apply. The indemnifying party shall reimburse the indemnified party for all direct and reasonable costs and expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) incurred in so doing.

7.9. The indemnified party shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the indemnifying party to which Clause 7.5 or 7.6 may apply.

7.10. If a claim or demand is made or action brought to which Clause 7.5 or 7.6 may apply or in the reasonable opinion of the indemnifying party is likely to be made or brought, the indemnifying party may at its own expense either:

7.10.1. modify any or all of the (in the case of Looking Local only) relevant Content but not so as to render the Content outside the scope of the Content as described in Schedule 2) so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted Content and (in the case of the Customer) provided that any modified Content shall be provided to Looking Local for its prior approval; or

7.10.2. procure a licence to provide any relevant Content on terms that are acceptable to the indemnified party; or

7.10.3. remove the relevant Content or in the case of the HealthMyself Website, Looking Local may replace the infringing parts of it.

7.11. The foregoing provisions of Clauses 7.4 to 7.10 inclusive shall not apply insofar as any such claim or demand or action is in respect of:

7.11.1. any use by or on behalf of a party of any Content provided by the other party in combination with any item not supplied by the other party where such use directly gives rise to the claim, demand or action; or

7.11.2. any modification carried out by or on behalf of a party to any Content provided by the other party under this Agreement if such modification is not authorised by the other party in writing; or

7.11.3. any use by a party of the relevant Content in a manner not in accordance with this Agreement.

7.12. If either party has availed itself of its rights to modify the relevant Content pursuant to Clause 7.10.1 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, then that party shall have no further liability thereafter under this Clause 7 in respect of the said claim, demand or action.

7.13. Each party hereby warrants to the other party that any instructions given in relation to the other party's use of any third party Content supplied directly or indirectly by

the party shall not cause the other party to infringe any third party's Intellectual Property Rights in such Content.

8. Data Protection and Privacy

8.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Looking Local is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 8 sets out the scope, nature and purpose of Processing by Looking Local, the duration of the Processing, the types of Personal Data and categories of Data Subject (all as defined in the Data Protection Legislation).

8.3. Without prejudice to the generality of clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Looking Local for the duration and purposes of this Agreement.

8.4. Without prejudice to the generality of clause 8.1, Looking Local shall, in relation to any Personal Data processed in connection with the performance by Looking Local of its obligations under this Agreement:

8.4.1. process that Personal Data only on the written instructions of the Customer;

8.4.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymisation and encryption of Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that the availability of and access to Personal Data can be restored in a timely

manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.4.3. ensure that all staff who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

8.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

8.4.4.1. the Customer or Looking Local has provided appropriate safeguards in relation to the transfer;

8.4.4.2. the Data Subject has enforceable rights and effective legal remedies;

8.4.4.3. the Customer or Looking Local complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

8.4.4.4. Looking Local complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

8.4.5. assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.4.6. notify the Customer without undue delay and, where feasible, not later than 48 hours after becoming aware of a Personal Data breach or infringement of the Data Protection Legislation or this clause 8. In particular, Looking Local shall:

8.4.6.1. describe the incident, the nature of the breach and the circumstances in clear and plain language;

8.4.6.2. communicate the name and contact details of the Data Protection Officer (as defined in the Data Protection Legislation) or other contact point where more information can be obtained;

8.4.6.3. describe the likely consequences of the Personal Data breach;

8.4.6.4. describe the measures taken or proposed to be taken to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects;

8.4.6.5. if it is aware that detail described in clauses 8.4.6.1 – 8.4.6.4 is or is likely to be known in phases, it shall inform the Customer and give a timescale for each stage;

8.4.6.6. not consider the matter reported unless Looking Local receives an acknowledgement from the Customer;

8.4.6.7. provide such other information and assistance (including in any containment and investigation), and in such timescales, as the Customer may require or direct from time to time.

8.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law (as defined in the Data Protection Legislation) to store the Personal Data;

8.4.8. Looking Local shall inform the Customer immediately if it is asked to do something infringing Data Protection Legislation or other data protection law of the EU or a member state; and

8.4.9. assist the Customer with its obligations as Data Controller as directed from time to time.

8.5. Without prejudice to any other provision of this Agreement requiring the production of any information, either party may, in pursuance of their obligations under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 and related guidance and/or codes of practice, and subject to the terms and conditions of this Agreement, on receiving a request for information about matters dealt with in this Agreement, disclose information about such matters after having informed the other party where practicable to do so. This information may include (without limitation) the Customer's identity, the Specifications and the Charges.

8.6. Looking Local may implement and maintain a data retention capability for the Service to meet requirements where Looking Local are obliged by law to ensure or procure that data is retained.

8.7. Looking Local may at times co-operate with law enforcement authorities in the investigation of any suspected or alleged illegal activity by the Customer or End

Users. If Looking Local is required to do so by law, this may include but is not limited to, disclosure of the Customer's or End Users' contact information to law enforcement authorities.

8.8. Looking Local may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

8.9. Where the Customer is required to put remedial or other actions or safeguards into place as a result of a supervisory authority's or regulator's direction or decision, Looking Local shall assist and cooperate with the Customer to make any changes, modifications or to take any action as may be directed (including within any timescale provided) from time to time.

9. Confidentiality

9.1. Subject to Clauses 9.2 and 9.3, each party:

9.1.1. shall treat Confidential Information as strictly confidential and use such Confidential Information solely for the purposes contemplated by this Agreement; and

9.1.2. shall not, except with the prior written consent of the party from whom the Confidential Information was obtained (which for the avoidance of doubt shall mean the Customer where the Confidential Information is provided by any Other Authorities), publish or otherwise disclose to any person any Confidential Information except for the purposes contemplated by this Agreement.

9.2. Each party may disclose Confidential Information which would otherwise be subject to Clause 9.1 if, but only to the extent that it can demonstrate that:

9.2.1. such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law; or

9.2.2. the Confidential Information was lawfully in its possession prior to its disclosure by the other party (as evidenced by written records) and had not been obtained from the other party; or

9.2.3. the Confidential Information has come into the public domain other than through its fault or the fault of any person to whom the Confidential Information has been disclosed in accordance with Clause 9.3 provided that any such disclosure shall not be made without prior written notice to the party from whom the Confidential Information was obtained.

9.3. Each party may, for the purposes contemplated by this Agreement, disclose Confidential Information to the following persons or any of them,:

9.3.1. its professional advisers, auditors, bankers and insurers, acting as such;

9.3.2. its directors, officers and employees;

9.3.3. such sub-contractors or agents as are involved in the provision or receipt of the Services; and

9.3.4. Other Authorities and such of their sub-contractors or agents as are involved in the provision or receipt of the Services through the Customer.

10. Insurance

10.1. Subject to Clause 10.4, each party undertakes to provide and maintain for the Term of this Agreement and for a period of six (6) years thereafter, sufficient insurance to cover its own liability to the other party and its directors, employees, officers and agents arising in connection with this Agreement, free from any excesses or deductibles which are material or material-in-aggregate.

10.2. Where policies are taken out under this Clause they shall be maintained by each party at its own cost.

10.3. Each party is responsible for ensuring that any agent or sub-contractor engaged by it effects and maintains all insurances required by law and all such other insurances as the relevant party may consider necessary. Any deficiencies in the cover or policy limits of insurances of such agents or sub-contractors shall be the sole responsibility of the relevant party.

10.4. Each party confirms that for so long as the parties are a Local Authority or a Government agency or Government-related person or body that is deemed or held by law or convention to be the Crown or an arm or part of the Crown, they will have sufficient assets to self-insure against any potential liability.

11. Liability and Indemnity

11.1. The following provisions set out the entire financial liability of Looking Local (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

11.1.1. any breach of the agreement however arising;

11.1.2. any use made by the Customer of the Service, or any part of them; and

11.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the agreement.

11.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the agreement.

11.3. Nothing in these conditions excludes the liability of for:

11.3.1. death or personal injury caused by Looking Local negligence; or

11.3.2. fraud or fraudulent misrepresentation; or

11.3.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

11.3.4. breach of section 2 of the Consumer Protection Act 1987; or

11.3.5. the deliberate default or wilful misconduct of Looking Local, its employees, agents or sub-contractors.

11.4. Subject to condition 11.3:

11.4.1. Looking Local shall not be liable for any errors or interruption in the Digital Services, whether within or outside its control;

11.4.2. Looking Local shall not be liable under any circumstances to the Customer or any End User whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

11.4.2.1. loss of profits;

11.4.2.2. loss of business

11.4.2.3. depletion of goodwill or similar losses;

11.4.2.4. loss of anticipated savings;

11.4.2.5. loss of goods;

11.4.2.6. loss of contract;

11.4.2.7. loss of use of Service;

11.4.2.8. loss or corruption of data or information; or

11.4.2.9. special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, suffered by the Customer or End User that arises under or in connection with this agreement.

11.4.3. Looking Local total 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 Charges paid for the User Subscriptions during the 12 months immediately preceding the date on which the claims arose.

11.5. Except as expressly provided in this Agreement and the other agreements referred to herein, or forming part of the transactions contemplated hereby, and to the extent permitted by law, no warranty, condition, undertaking or term expressed or implied, statutory or otherwise as to the condition, quality, merchantability, or fitness for purpose is given or assumed by either party and all such warranties, conditions, undertakings and terms are hereby excluded.

11.6. Looking Local shall not be held responsible for any loss, damage or inconvenience the Customer or any End User may suffer for emergencies or scheduled maintenance as detailed in the Service Level Agreement.

11.7. The Customer shall indemnify and keep indemnified Looking Local, against injury (including death) to any persons or loss of or damage to any property that may arise out of the act, default or negligence of the Customer, its sub-contractor, their employees or agents and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

11.8. Looking Local shall indemnify and keep indemnified the Customer, against injury (including death) to any persons or loss of or damage to any property that may arise out of the act, default or negligence of Looking Local, its sub-contractors, their

employees or agents and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

11.9. The liability of either party under this Agreement shall be reduced to the extent that any loss is caused, or contributed to, by any act or omission of the other party.

11.10. While Looking Local agrees to take all necessary technical and organisational steps to ensure the security of the Service, it is not responsible for the accidental loss or destruction of any personal data any End User transmits using the Service and Looking Local excludes all liability of any kind in relation to the Content or security of personal data that any End User sends or receives through the Service.

12. Warranties

12.1. Each party warrants that:

12.1.1. it will carry out all its obligations under this Agreement with reasonable care and skill and in accordance with the relevant professional standards;

12.1.2. it has all necessary authority to enter into this Agreement and to fulfil its obligations under this Agreement;

12.1.3. it has all necessary licences and permissions to fulfil its obligations under this Agreement; and

12.1.4. it will not infringe any person's Intellectual Property Rights in fulfilling its obligations under this Agreement.

13. Auditing

13.1. To meet Looking Local's auditing and business requirements, the Customer agrees that subject to giving reasonable notice, Looking Local and its representatives have the right to inspect the Customer's compliance with the security, financial and intellectual property aspects of this Agreement (including in relation to the Customer's agreements with its customers) and to take copies of directly relevant records. The Customer shall, make appropriate employees and facilities available to provide Looking Local with reasonable assistance.

14. Termination and Suspension

14.1. Looking Local may terminate this Agreement, either wholly or in relation to part of the Digital Services, for reasons of convenience, on expiry of 90 days written notice to the Customer.

14.2. The Customer may terminate this Agreement, either wholly or in relation part of the Digital Services, for reasons of convenience, on expiry of 60 days' written notice to Looking Local.

14.3. Either party may terminate the entire Agreement immediately if the other party commits a material breach of any of the terms and conditions of this Agreement and fails to remedy that breach (if capable of remedy) within one month after written notice giving full particulars of the breach and requiring it to be remedied;

14.4. On termination of this agreement and subject to the paragraph 14.3, Looking Local will take reasonable steps to delete that Content and any part or all of it from the Website, including the Customers and the End Users Content (where applicable).

15. Consequences of Termination

15.1. Upon any termination of this Agreement (for whatever cause):

15.1.1. the rights and the obligations of the parties under this Agreement shall terminate;

15.1.2. Clauses 1, 6.6, 6.3, 6.8, 7.8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28 and 29 shall remain in full force and effect;

15.1.3. unless otherwise agreed in writing between the parties, neither party will make use of any Intellectual Property Rights or Confidential Information of the other party and will promptly return all such Confidential Information to the other party where reasonably practicable;

15.1.4. any rights or obligations to which any of the parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect;

15.1.5. termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any party may have in respect of any breach of this Agreement which existed at or before the date of termination; and

15.1.6. no refund of the Charges or any part thereof will be made except as stated in Clause 6.8.

16. Force Majeure

16.1. If either party is prevented or delayed by any Force Majeure Event from performing any of its obligations under this Agreement and promptly notifies the other party, specifying the matters constituting Force Majeure and specifying the period for which it is estimated that the prevention or delay will continue, then the party affected shall not be liable to the other for failure to perform or for delay in performing such obligations but shall nevertheless use all reasonable efforts to resume full performance of its obligations.

16.2. If the Force Majeure Event continues for more than twenty (20) Business Days following notification, the party not affected by the Force Majeure Event may terminate this Agreement by giving not less than 5 Business Days prior notice to the other party, but the notice of termination shall be of no effect if the party affected by the Force Majeure Event resumes full performance of its obligations before the expiry of the notice period.

17. Dispute Escalation Procedure

17.1. Where, at any point during the term of this Agreement, any matter relating to this Agreement cannot be agreed by the parties, it shall be escalated as follows:

17.1.1. The matter shall be referred as soon as practicable to the Nominated Representatives for resolution;

17.1.2. if the matter has not been resolved within six (6) Business Days of being referred to the Nominated Representatives, or if the Nominated Representatives determine it is incapable of being resolved at that level, then the matter shall be immediately referred to the Customer's escalation point in Schedule 5;

17.1.3. if the matter has not been resolved within six (6) Business Days of being referred to the Customer's escalation point in Schedule 5, then the parties must promptly refer the matter for resolution in accordance with the provisions of Clause 18.

17.2. Any joint decision as to a resolution at any stage in the above process shall be recorded in writing and signed on behalf of each party by the respective representatives, and shall be final and binding on the parties. The parties shall keep a record of all such resolutions.

18. Dispute Resolution

18.1. If any dispute arises out of or in connection with this Agreement which has not been resolved in accordance with Clause 17, the parties may attempt to settle it by mediation in accordance with the model mediation procedure of the Centre for Effective Dispute Resolution ("**CEDR**").

18.2. To initiate mediation a party must give notice in writing to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR.

18.3. If there is any point on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within 10 Business Days, CEDR will, at the request of any party, decide that point for the parties, having consulted with them.

18.4. Subject to the availability of a CEDR mediator, the mediation will start not later than 20 Business Days after the date of receipt of the notice in writing requesting mediation.

18.5. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have considered settlement by mediation in accordance with CEDR's model mediation procedure provided that nothing in this Clause 18.5 shall prevent either party from bringing legal proceedings to obtain interim relief.

19. Assistance in Legal Proceedings and other Investigations

19.1. If requested to do so, the Customer shall provide to Looking Local any relevant information (including but not limited to documentation and statements from its personnel) in connection with any legal inquiry, arbitration or court proceedings in which Looking Local may become involved, or any relevant disciplinary hearing internal to the Looking Local, arising out of or in connection with this Agreement, and the Customer shall give evidence in such inquiries, arbitrations, proceedings or hearings.

20. Assignment and Sub-contracting

20.1. Except as stated in Clause 20.2, neither party shall assign all or any of its rights or benefits under this Agreement or sub-contract the performance of any of its obligations under the Agreement, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

20.2. Looking Local may sub-contract the performance of the Services to a competent provider of similar Services on condition that Looking Local will remain responsible for performance of such Services.

21. Entire Agreement

21.1. This Agreement, together with any documents referred to in it, constitutes the whole contract between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter (save that neither party seeks to exclude liability for fraudulent misrepresentations).

21.2. No variation of this Agreement shall be effective unless agreed by the parties in writing.

22. No Partnership or Agency

22.1. Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties, nor except as expressly provided, shall it constitute, or be deemed to constitute, a relationship of agency for any purpose.

23. Set-Off and Counterclaim

23.1. Neither party will withhold payment of, or make any deduction from any invoice or other amount due under the Agreement by reason of any right of set-off or counterclaim which the one party may have or allege to have against the other party or for any reason whatsoever.

24. Counterparts

24.1. This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.

25. Costs

25.1. Subject to any express provisions to the contrary each party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and the performance of this Agreement.

26. Severance

26.1. If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

27. Notices

27.1. Any notice (which term shall in this Clause 27 include any other communication) required to be given under this Agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.

27.2. Any such notice shall be addressed to the relevant Nominated Representative and may be:

27.2.1. personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or

27.2.2. sent by first class pre-paid post, in which case it shall be deemed to have been given two (2) Business Days after the date of posting; or

27.2.3. sent by facsimile, in which case it shall be deemed to have been given when despatched, subject to confirmation of uninterrupted transmission by a transmission report, provided that any notice despatched by facsimile after 17:00 hours on any day shall be deemed to have been received at 08:.00 on the next Business Day; or

27.2.4. sent by electronic mail, in which case it shall be deemed to have been given when it was dispatched, provided the notice is subsequently re-delivered within 24 hours of that time using any of the other means of delivery set out in this Clause 27 and no message was received by the sender that the email could not be or was not delivered.

27.3. Any party to this Agreement may notify the other parties of any change to the address or any of the other details of its Nominated Representative, provided that such notification is deemed delivered under this Clause 27.2.

28. Publicity

28.1. The Customer will not use Looking Local's business name, trade name, logo or trademark for any promotional purposes, without the prior written consent of Looking Local.

28.2. Looking Local will not use the Customer's business name, trade name, logo or trademark for any promotional purposes without the prior written consent of the Customer.

29. Other Miscellaneous Provisions

29.1. The rights, powers and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers or remedies provided by law or otherwise.

29.2. No failure to exercise nor any delay in exercising by any party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver thereof.

29.3. No single or partial exercise of any right, power privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

29.4. Nothing in this Agreement shall confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

30. English Law

30.1. This Agreement shall be governed by, and construed in accordance with, English Law.

SIGNED by Name …….. Date …….

Signature ……

Designation…….

for and on behalf of **Looking Local**

SIGNED by Name …….. Date …….

Signature ……

Designation…….

for and on behalf of the **Customer**

SCHEDULE 1 – DEFINITIONS

UNLESS OTHERWISE STATED IN THIS AGREEMENT, CAPITALISED WORDS AND PHRASES USED IN THIS AGREEMENT SHALL HAVE THE MEANINGS AS FOLLOWS:-

"Agreement" means these terms and conditions and any Schedules to them, as amended from time to time;

"Business Day" means a day (excluding Saturdays and Sundays) on which banks are open for normal business in London;

"Charges" means the charges to be paid to Looking Local for the Digital Services;

"Charging Period" means each period of [Insert period] year[s] starting on the Commencement Date (including the Initial Subscription Term);

"Commencement Date" means the [insert commencement date];

"Compliance Officer" means the person(s) identified in Schedule 5 or such other person as the Customer may, with the prior written approval of Looking Local, nominate from time to time;

"Confidential Information" means information which is secret or confidential relating to any person firm or company or to the business or personal affairs of any person firm or company and includes, without limitation, information relating to the costs of operation or production costs or sales prices or purchase costs of any goods or services (other than information about costs or prices contained in any published price list), sales volumes, names and addresses of all former and existing customers, and any trade secrets;

"Content" means the content including without limitation all text, logos, trademarks, brand names, graphics, and any other information, data and material provided by the End User or the Customer to Looking Local for inclusion in the Digital Services, as described in Schedule 2;

"Content Management System" means the web application used by the Customer and Looking Local to create and modify digital content for inclusion in the Digital Services, as described in Schedule 2;

"Data Protection Legislation" means the Data Protection Act 2018 and application of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018;

“Digital Services” means, the subscription Services provided by Looking Local to the Customer under this agreement, as described in Schedule 2 together with any other Platform notified to the Customer by Looking Local from time to time;

“Directory” means the Directory web technology maintained by Looking Local through which the Digital Services can be accessed;

“End User” means the public users of the websites created by the Customers implementation of the Digital Services;

“Force Majeure Event” means any event beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labour disputes (save for strikes, lock-outs and labour disputes involving a party’s own employees) acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, breakdown of plant or machinery (except where such force majeure is under the control of the party seeking to rely on force majeure), fire, flood and storm

“Infrastructure” means the Services Technology, systems and other infrastructure;

“Initial Subscription Term” means the minimum initial term of [insert period] year[s] starting on the Commencement date as set out above;

“Intellectual Property Rights” means patents, trademarks, service marks, rights (whether registered or unregistered) in any designs, applications for any of the foregoing, trade or business names and copyright (including rights in computer software) and topography rights; know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition;

“Internet” means the electronic network connected using the Transmission Control Protocol/Internet Protocol;

“Website” means the website created by the Customer (hosted by Looking Local) using the Digital Services provided under this Agreement;

“Nominated Representative” means a person so identified in or by Schedule 5 or as notified in writing by one party to the other from time to time;

“Other Authority” means other government and public bodies Subscribing to the Digital Services;

“Platform” means the digital interactive platforms as described in Schedule 6 on which the Digital Services may be utilised.

“Privacy Laws” means the laws applicable in the UK and the European Union from time to time regarding privacy and interception and/or recording of communications including, without limitation: the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and the Human Rights Act 1998;

“RP Index” means the average percentage increase in the All Items Index figure of the Retail Prices Index published by the Office for National Statistics (or any official publication substituted for it) over the period of 12 months preceding the date of Looking Local invoice;

“Service Level Agreement” or **“SLA”** means the service level agreement as set out in Schedule 4;

“Terms of Use” means any terms agreed by each End User in order to access the Services on the Website;

“User Subscriptions” means the user subscriptions purchased by the Customer detailed in Schedule 3 which entitle the Customer to access and use the Services in accordance with this agreement;

“Virus” means 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 re-arranging, 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

SCHEDULE 2 – DIGITAL SERVICES & CONTENT

For the purposes of this Agreement and related to Schedule 1 – Definitions, this Schedule provides further detail and descriptions of Digital Services and Content.

(1) DIGITAL SERVICES

The subscription Services provided by Looking Local to the Customer under this Agreement are available via a website on a domain notified to the Customer by Looking Local.

(2) CONTENT

In circumstances whereby Content is provided by the End User, such provision is subject to the Terms & Conditions of the Website which are available online. End Users are required to accept these Terms & Conditions before they can complete any applicable registration process**.**

This Agreement allows scope for the Customer to customise Content delivered by the "Directory" service using the Content management tools provided under this agreement in accordance with the above terms.

In addition, statistical data is provided to the Customer via Google Analytics. Access to the Management Information tool is restricted to Customers and is not available to End Users.

SCHEDULE 3 – CHARGES

(1) The Charges to be paid under Clause 6.1 of the Agreement for the Initial Subscription Term are £ [Insert contract value] payable in advance.

(2) Charges for each subsequent Charging Period during the Term shall be as determined in accordance with Clause 6.3 and are payable annually in advance.

SCHEDULE 4 – SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") provides further detail on the service levels, service responsibilities, reporting and problem management processes agreed between the parties. In addition to the defined terms set out in the Agreement, other defined terms are set out in Exhibit A to this SLA.

1. PERFORMANCE

The service levels shown in the table below constitute the Key Performance Indicators (KPIs) for the Services and provision of the Content.

REF	SERVICE LEVEL	KPI
2.2.1a & 2.2.2a	Digital Service Availability target is 99.5%. Looking Local Infrastructure Availability target is 99.5%.	For the Service: Availability of the Service drops below 95% in the reported month, excluding Planned Maintenance to the Looking Local Infrastructure and any non-availability due to failure of the network infrastructure. For Looking Local: Availability of the Looking Local Infrastructure drops below 95% in the reported month, excluding Planned Maintenance to the Looking Local Infrastructure and any non-availability due to failure of the network infrastructure.
2.2.1b & 2.2.2b	1 Severity 1 Incident per week.	Exceeds 4 Severity 1 Incidents per month.
2.2.1c & 2.2.2c	Average Service response target = 7 seconds for a sample period, with 95% of all responses within 30 seconds.	1 or more of the response averages actually exceeds by 75% the service level over a sample period in any month.

2.1.1d & 2.1.2d	Restore Service within 8 business hours.	Where the Service has not been Restored within 8 business hours twice in a calendar month.

2. INCIDENT MANAGEMENT & ESCALATION

Both parties shall be responsible for logging and communicating Incidents to the other party in accordance with their Helpdesk procedures.

Procedure for logging calls incidents shall be via our helpdesk (see Schedule 7). Looking Local shall communicate with the Customer via email in the first instance to the Nominated Representative listed at Schedule 5.

It will be the responsibility of both parties to escalate Incidents. The escalation procedure will take place until the Infrastructure, customer services or Service are Restored.

3. SERVICE LEVELS & RESPONSIBILITIES FOR BOTH PARTIES

a. SERVICE OPERATIONS

REF	LOOKING LOCAL	REF	CUSTOMER
1a	Looking Local shall provide the appropriate operational/technical support services in accordance with the service levels agreed in this SLA for the Infrastructure and other systems for which it is responsible in order to maintain the integrity, accuracy, freshness and functionality of the Services.	2a	
1b	Looking Local shall make available a single point of contact facility to enable the Customer to report to Looking Local any Incidents or operational/technical issues regarding the Services. This will be in the form of a staffed helpdesk	2b	The Customer shall make available a single point of contact facility to enable Looking Local to report to the Customer any Incidents or operational/technical issues regarding the Customer's infrastructure.

	between the hours of 09:00 & 17:00 Mon-Fri and an email facility for calls inside and outside of these hours will be made available.		
1c	Looking Local will provide at least 5 Business Days notice to the Customer of any Planned Maintenance required on the Looking Local Infrastructure that is expected to affect the provision of the Services to the end user that is expected to exceed 1 hour duration.	2c	
1d	Looking Local shall Respond upon detection of an Incident relating to the Services within 2 business hours and Restore the Services within 8 business hours from detection of the Incident.	2d	
1e	The Looking Local email inbox will be available 95% of the time and staffed not less than during the office hours of 09:00 to 17:00 Monday to Friday except statutory holidays.	2e	

b. SERVICE TECHNICAL

Either party may request a technical review in the event of the service levels set out below not being achieved in any calendar month.

REF	LOOKING LOCAL	REF	CUSTOMER
1a	The Looking Local Infrastructure Availability target = 99.5% per annum, excluding Planned Maintenance on the Looking Local Infrastructure and any non-availability due to failure of the network infrastructure.	2a	
1b	Service and systems reliability outage target = no more than 1 unplanned outage per week, excluding Planned Maintenance on the Looking Local Infrastructure.	2b	
1c	Average Service response target is, for an agreed sample period[1], for the average Service response time to be equal or less than 7 seconds and for 95% of all response requests to be within 30 seconds at Looking Local's interface with the internet.	2c	
1d	Zero physical and logical security breaches of Looking Local's Services and Infrastructure and systems relevant to the Service. Any such breach to be reported in accordance with the Incidence Severity table.	2d	

[1] The sample period would be typically over the course of an hour during a working day agreed between the Prime Contacts.

EXHIBIT A

DEFINITIONS

SLA DEFINITIONS

In this SLA, words and expressions shall, except as otherwise defined herein, have the same meaning assigned to them in the Agreement. For the purposes of this SLA the following additional definitions apply:

TERM	MEANING
“Availability”	means the time, expressed as a percentage of time over any relevant period, during which the Content is available through the relevant Infrastructure, calculated as follows: ((time over any relevant period minus time the Content is not available through the Infrastructure due to the act, omission or negligence of Looking Local or Customer or their contractors minus Planned Maintenance on the relevant infrastructure)/total time) x100
“Incident”	means any fault or non-performance affecting the Service with Severity 1 or 2 as defined in Exhibit B or any fault or non-performance affecting the Infrastructure with Severity 1 or 2 as defined in Exhibit B (“**Incident Severity**”);
“Issue”	means any item that requires consent to be provided in relation to any contractual, design or performance aspect of the service. All Issues will be recorded in the Looking Local and Customer Issues logs;
“Operational Change”	means a process that documents and allows the parties to agree a request for a change to any operational, technical or service management process agreed between the parties;
“Planned Maintenance”	means a routine upgrade, repair, maintenance, replacement, inspection, diagnostics or other work on Looking Local or the Customer’s Infrastructures, which the Customer or Looking Local respectively deems necessary and has previously notified to the other party;
"Prime Contact"	See Schedule 5

“Respond”	means, in respect of an Incident, a meaningful action and telephone or email communication during the agreed hours of support (which shall include the action being taken and estimated restoration time with the appropriate group) in respect of a specific event including an Incident that has occurred or is occurring (e.g. system problem). This will include each of the parties regularly informing the other of the status of any monitored event or Incident;
“Restore”	means the activity by the responsible party, which results in the Service, or relevant Infrastructure working and being available to the end user and Customer. This may include a temporary fix or work around;
“Time”	relates to clock time and all hours of coverage specified will relate to UK time;

EXHIBIT B

INCIDENT SEVERITY TABLE

INCIDENT SEVERITY

In this SLA, the following descriptions will be used to determine the severity of any Incident. For the purposes of this SLA the following definitions apply:

Severity	**Description**	**Examples**
1	Website and / or Service unavailable	Content not available to web users or Customers or inability of web user or Customer to interact with Customer through the Services of either party
	Major service component unavailable	Looking Local Infrastructure Customer Infrastructure Internet unavailability affecting the ISPs in use
	Security breach	Red alert
	Breach of Data Protection Measures	Provided data accessed by intruder
2	Severe usability / performance issue	Degradation against performance benchmarks Timing out Intermittent problems with one of the major components
	Loss of major service component	Property Upload service is unavailable Property Search facility is unavailable
	Security concern	Yellow alert
	Data feed not delivered	Looking Local or Customer centres data feed unavailable
3	Minor usability / performance issue	Error messages which do not affect

	having no discernible effect on service	functionality
	Minor data feed anomaly	Looking Local or Customer centres data feed
4	Minor query or request for information	

SCHEDULE 5 – NOMINATED REPRESENTATIVES

Nominated Representative for Looking Local	**Nominated Representative and Prime Contact for the Customer**
Name: Guy Giles	Name:
Address: Looking Local Lime House St Peter St Bishops Waltham SO32 1AD	Address:
Telephone Number: 0845 434 8540	Telephone Number:
Facsimile Number: N/A	Facsimile Number:
Email address: guy.giles@lookinglocal.gov.uk	Email address:
Compliance Officer for Looking Local	**Compliance Officer for the Customer**
Name: Guy Giles	Name:
Address: Looking Local Lime House St Peter St Bishops Waltham SO32 1AD	Address:
Telephone Number: 0845 434 8540	Telephone Number:
Facsimile Number: N/A	Facsimile Number:
Email address: guy.giles@lookinglocal.gov.uk	Email address:

CONTACT DETAILS

Customer Contact Details		
For Finance and Reporting: Name: Tel: Fax: Email: Address:	**For Technical Development:** Name: Tel: Fax: Email: Address:	**For Technical Fault/Service:** Name: Tel: Fax: Email: Address:
Escalation:	**Escalation:**	**Escalation:**

Looking Local Contact Details		
For Finance and Reporting: Name: Rebecca Sturdy Tel: 0845 434 8540 Fax: Email: finance@lookinglocal.gov.uk Address:	**For Technical Development:** Name: Tony Thompson Tel: 0845 434 8540 Fax: Email: tony.thompson@lookinglocal.gov.uk Address:	**For Technical Fault/Service:** Name: Looking Local / Directory Helpdesk Tel: 0845 434 8540 Fax: Email: techsupport@lookinglocal.gov.uk Address:
Escalation: Guy Giles	**Escalation:** Guy Giles	**Escalation:** Guy Giles

SCHEDULE 6 – PLATFORMS

Selection of Platforms

1. Looking Local agrees to provide from the Commencement Date the Content to the following platforms:

   1.1. Web Browser;

   1.2. any other Digital Services as may be agreed in writing between the Parties.

SCHEDULE 7 – HELP DESK GUIDANCE

The Help Desk Guidance relates to the Customer's use of the Services includes connectivity issues. For clarity this includes:

1. how to use the Service; and
2. problems in the use of the Services.

The Customer may contact the Looking Local Help Desk concerning the Services using the Contact details below:

Tel: 0845 434 8540

Email: helpdesk@lookinglocal.gov.uk

In the event of any conflict between (a) guidance and other information given via the Looking Local Help Desk and (b) this Agreement, including but not limited to the response times and service levels for dealing with Incidents, this Agreement will prevail.

SCHEDULE 8 – PROCESSING OF PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	*No personal data is processed by the Directories/HealthMyself product.*
Duration of the processing	*N/A.*
Nature and purposes of the processing	*N/A*
Type of Personal Data	*N/A*
Categories of Data Subject	*N/A*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	*N/A*