

# MSA Schedule 1 SLA

## Availability

- 1.1 The Supplier shall use its reasonable endeavours to make the Hosted Services available on a 99.5% basis, measured each calendar month. The target uptime set out in this paragraph shall be met if there are no Priority 0 or 1 incidents outstanding. The target uptime excludes downtime during maintenance (as set out in paragraphs 1.2 – 1.3 below).

## Maintenance

- 1.2 The Supplier shall from time to time provide and install: (a) minor improvements, updates, enhancements, error corrections, upgrade scripts, and changes to the Supplier Software (each containing updates to the help files and documentation) ("**Maintenance Releases**"); and (b) new releases, new versions, updates, and modifications to the Supplier Software that do not constitute New Products (as generally available in accordance with the Supplier's timetable for releasing new versions as amended from time to time and available on request including updates to the help files and documentation) ("**New Version**").
- 1.3 Nothing in this Contract shall entitle the Client to any new version of the Products which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product ("**New Product**").

## Support

- 1.4 In response to errors in the Hosted Services and/or the Supplier Software reported to the Supplier's helpdesk in accordance with paragraphs 1.9 - 1.10 (below), the Supplier will provide the service levels specified at paragraphs 1.12 - 1.15 (below) provided the errors reported are not Out of Scope.
- 1.5 "**Out of Scope**" means errors that fall outside the scope of the Supplier's responsibilities under this Contract and/or result directly or indirectly from the Client's: (a) misuse or improper use of the Hosted Services and/or the Supplier Software; and/or (b) combination, merger, or use of the Hosted Services and/or the Supplier Software with any hardware or software outside the Client Infrastructure and/or Connectivity Infrastructure.
- 1.6 The parties may agree that the Supplier will provide certain support and maintenance services in respect of Out of Scope errors as Services under an SOW.

## Environment

- 1.7 The Client is responsible for procuring and maintaining the Client Infrastructure and Connectivity Infrastructure.
- 1.8 Maintenance Releases and New Versions may require enhancements to the Client Infrastructure and Connectivity Infrastructure. The Supplier will advise the Client if such enhancements are required. The Client is responsible for procuring and implementing such enhancements. The parties may agree that the Supplier will provide assistance with implementation as Services under an SOW.

## Contacting the company

- 1.9 The Supplier's support operates during the "**Support Hours**": from 08:30 – 17:30, Monday – Friday, excluding public holidays in England).
- 1.10 The Client may only contact the Supplier in respect of support queries as follows: (a) email: support@brightoffice.co.uk; (b) telephone: 0845 643 4012; (c) online at www.brightoffice.co.uk; or (d) where available, support requests can be submitted using a custom form within the Supplierapp.
- 1.11 References to hours in this Service Level Agreement do not include hours outside the Support Hours.

## Service levels

- 1.12 The Supplier will assign a reported incident with a unique support number. If the Supplier determines that the reported incident is a fault or error with the Hosted Services and/or the Supplier Software and is within the scope of paragraph 1.4 (above) it will: (a) categorise the incident in accordance with the incident categories detailed at paragraph 1.15 (below); and (b) deliver Solutions in accordance with the response times detailed below.
- 1.13 "**Solutions**" are fixes or workarounds that eliminate the incident or move the incident into a lower incident category, which are provided remotely and which may (or may not) include the Supplier providing Maintenance.
- 1.14 If and when a Solution moves an incident into a lower incident category, the response times of that lower incident category shall apply from the moment that the incident is re-categorised.
- 1.15 Incident categories and responses:

Incident Category	Response
<b>Priority 0 (Mission Critical)</b>	
The system is <u>not operational</u> .	Reasonable efforts to start work within 1 hour and to provide a Solution within 8 hours of starting work.
<b>Priority 1 (Business Critical)</b>	
<u>Material functionality</u> is not available that is <u>critical</u> to the Client's business and there is <u>no</u> temporary / short term workaround.	Reasonable efforts to start work within 1½ hours and to provide a Solution within 16 hours of starting work.
<b>Priority 2 (Serious)</b>	
Priority 1 where there <u>is</u> a temporary / short term workaround. OR <u>Important</u> but <u>non-material</u> or <u>non-critical</u> functionality is not available and there is <u>no</u> temporary / short term workaround.	Reasonable efforts to start work within 2 hours and to provide a Solution within 40 hours of starting work.
<b>Priority 3 (Normal)</b>	
<u>Important</u> but <u>non-material</u> or <u>non-critical</u> functionality is not available and there <u>is</u> a temporary / short term workaround.	Reasonable efforts to start work within 4 hours and to provide a Solution within 80 hours of starting work.
<b>Priority 4 (Minor)</b>	
Any incident that is not Priority 0, Priority 1, Priority 2, or Priority 3.	Reasonable efforts to start work within 4 hours and to provide a Solution within 160 hours of starting work.

# MSA Schedule 2

## SOW

### Statement of Work (SOW)

**SOW ref.**

**Client**

Services

**Service Description**

**Client Responsibilities**

Fees and Payment

**Time and Materials**

**Role**

**Rate (per hour/day as indicated)**

**Fixed Price**

**Amount**

**Payable on**

**Expenses**

The Client shall pay any expenses reasonably incurred by the Supplier in performing its duties under this SOW, including travel, accommodation, subsistence and telecommunication expenses.

Contacts

This SOW is made pursuant to the Contract between the Supplier and the Client and incorporates the terms thereof

**Signed for and on behalf of the Supplier:**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**Signed for and on behalf of the Client:**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

# MSA Schedule 3

## Change Control Template

### Change Control Notification (CCN)

**CCN ref.**

**Client**

Specification of Changes

Fees and Payment Consequences

**Expenses**

The Client shall pay any expenses reasonably incurred by the Supplier in performing its duties under this SOW, including travel, accommodation, subsistence and telecommunication expenses.

This CCN is made pursuant to the Contract between the Supplier and the Client, and incorporates the terms thereof

**Signed for and on behalf of the Supplier:**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**Signed for and on behalf of the Client:**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

# MSA Schedule 4

## Data Processing

### 1 Defined Terms

#### 1.1 For the purposes of this Schedule 4:

- (i) **“Applicable Laws”** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or the Data Protection Legislation;
- (ii) **“Data Controller”, “Data Subject”, “Personal Data”, “Data Processor”, and “Process”** shall have the meaning specified in the Data Protection Legislation; and
- (iii) **“Data Protection Legislation”** means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any related act or regulation in the UK, including statutory modification or re-enactment of it.

### 2 Data Processing terms

#### 2.1 In relation to the Processing of any Personal Data in the User Data, the parties agree that the Client and/or its user(s) is/are the Data Controller and the Supplier is the Data Processor.

#### 2.2 This Schedule 4 sets out the subject matter, duration, nature and purpose of the processing by the Supplier, as well as the types and categories of Personal Data and the obligations and rights of the Client.

#### 2.3 The Supplier shall in respect of such Personal Data:

- (i) process that Personal Data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from notifying the Client;
- (ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, 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 Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (iv) The Client agrees that, in entering into this Contract, it is giving its prior written authorisation, enduring throughout the term of the Contract, for the Supplier: (a) to transfer Personal Data to those of its subcontractors who are also subprocessors under the Data Protection Legislation for the purposes of providing the Services under the Contract ; and (b) to enter into the standard contractual clauses for data transfers between EU and non-EU countries on behalf of the Client (the Client having determined that these provide an appropriate safeguard), if at any time the Supplier wishes to transfer Personal Data outside of the EEA for the purposes of Processing by such subcontractors;
- (v) assist the Client, at the Client's cost, 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;
- (vi) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (vii) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Laws to store the Personal Data; and
- (viii) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 4 and allow for audits by the Client on reasonable notice and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

### 3 Data

#### 3.1 Subject matter and duration of the processing of Personal Data:

- (i) The subject matter and duration of the processing of Personal Data is set out in this Schedule and is further detailed in the Supplier's privacy policy (freely available on request).

#### 3.2 The nature and purpose of the processing of Personal Data:

- (i) Such processing, in accordance with the Client's instructions, as is necessary to provide the services pursuant to the Contract, which may include: the collection of data; recording of data; organisation of data; storage of data; alteration of data; retrieval of data; consultation with regard to data; use of data; disclosure of data to permitted third parties; combining data; and/or erasure of data.

#### 3.3 The types of Client Personal Data to be Processed:

- (i) The Client may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by the Client in its sole discretion, which may include, but is not limited to Personal Data relating to the following: name; personal contact details; professional contact details; IP addresses; cookie data; login credentials; and traffic data including web logs.

#### 3.4 The categories of Data Subject to whom the Client Personal Data relates:

- (i) The Client may submit Personal Data to the Supplier, the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects: the Client's customers, employees, business partners and suppliers.

3.5 The obligations and rights of the Client:

- (i) The obligations and rights of the Client are set out in this Schedule and is further detailed in the Supplier's privacy policy (freely available on request).

# MSA Schedule 5

## Optional Additional Provisions

### 1 Introduction

- 1.1 The provisions of this Schedule apply to the extent identified in the Order Form.

### 2 Supplier Distributed Software and Services

- 2.1 In this paragraph, the following words have the following meanings: (a) **"Supplier-Distributed Service Providers"** means the third party 'Supplier-Distributed Service Providers' described in the Order Form; (b) **"Supplier-Distributed Service Terms"** means the additional terms applicable to the re-supply by the Supplier of services by Supplier-Distributed Service Providers as set out at paragraph 4; (c) **"Supplier-Distributed Software Vendors"** means the third party 'Supplier-Distributed Software Vendors' described in the Order Form; (d) **"Supplier-Distributed Vendor Licences"** means software licensing terms in respect of the re-supply by the Supplier of software supplied by Supplier-Distributed Software Vendors as set out at paragraph 3.
- 2.2 The Client acknowledges that: (a) in order to make use of the Hosted Services it must agree to Supplier-Distributed Vendor Licences and Supplier-Distributed Service Terms; and (b) any termination of the Supplier-Distributed Vendor Licence(s) and/or Supplier-Distributed Service Terms may prevent it from making substantial use of the Hosted Services, but shall not entitle it to terminate this Contract and/or receive any refund under this Contract, save that if such termination arises as a result of a breach by the Supplier of paragraph 2.4 below the Supplier shall use all reasonable endeavours to mitigate any adverse impact on the Hosted Services, failing which the Client shall be entitled to terminate this Contract and receive a refund of any prepaid fees covering any period of this Contract that has been shortened due to early termination.
- 2.3 The Client agrees that it will abide by the terms and conditions of Supplier-Distributed Vendor Licences and Supplier-Distributed Service Terms.
- 2.4 The Supplier shall ensure that the Supplier-Distributed Software Vendor and/or Supplier-Distributed Service Provider (as applicable) does not terminate the Supplier-Distributed Vendor Licence or and Supplier-Distributed Service Terms (as applicable) as a result of the Supplier's breach of paragraph 2.5 below.
- 2.5 The Supplier shall make payment to Supplier-Distributed Software Vendors and Supplier-Distributed Service Providers in respect of the grant of Supplier-Distributed Vendor Licences and the provision of services under the Supplier-Distributed Service Terms, subject to the Client's: (a) payment to the Supplier of Fees in respect of Supplier-Distributed Vendor Licences and Supplier-Distributed Service Terms; and (b) compliance, in full, with the terms and conditions of the Supplier-Distributed Vendor Licences and Supplier-Distributed Service Terms.
- 2.6 The Client shall indemnify and hold harmless the Supplier for all Costs arising from a breach of this paragraph 2, including all Costs associated with handling a compliant or allegation which, if substantiated, would constitute a breach by the Client of this paragraph 2.
- 2.7 The parties acknowledge that the Supplier's Fees are in part dependent on the costs imposed on it by third party technology and/or infrastructure providers which are outside of its control. As such, the Supplier shall be entitled to increase the Fees at any time by giving the Client not less than thirty (30) days' written notice if any Supplier-Distributed Software Vendor and/or Supplier-Distributed Service Provider has increased its fees or charges in a manner that increases the costs imposed on the Supplier under this Contract, provided that such increase shall be limited to the additional cost imposed on the Supplier as may be apportioned to this Contract. Both parties will work collaboratively to mitigate the impact of any such third party costs and will endeavour to keep such increases to a minimum.

### 3 Supplier-Distributed Vendor Licences:

- 3.1 [Set out EULA applicable to distributed (i.e. sublicensed) software] [please note: this is not applicable to software that is licensed by the client directly from the vendor / rights holder]

### 4 Supplier-Distributed Service Terms:

- 4.1 [Set out additional terms applicable to distributed (i.e. resupplied) services.]

### 5 Locally Installed Software

- 5.1 Subject to the Client complying at all times with the terms of this Contract, the Supplier grants to the Client a non-exclusive non-transferable licence for the term of this Contract to: (a) permit the authorised users to install and use any Supplier Software (that is delivered to the Client for installation on the Client Infrastructure) for the Licensing Purpose and at all times in compliance with the Law, subject to the licensing parameters set out in the Order Form; (b) use the Materials and Deliverables for the duration of the licence granted under this paragraph 5.1 and for the Licensing Purpose. The licence at Clause 2.2 of the Contract shall not apply to Supplier Software, Materials, and/or Deliverables licensed pursuant to this paragraph 5.1.
- 5.2 The parties shall mutually agree in writing the acceptance criteria that will be used to determine whether the Software is Accepted or Rejected ("**Acceptance Criteria**"), and in the absence of such agreement the Acceptance Criteria shall be such criteria recommended by the Supplier that demonstrate that the Software complies with its published specification(s).
- 5.3 The Client shall undertake and complete user acceptance testing in a test environment in accordance with good industry practice and the Supplier's reasonable recommendations promptly ("**Tests**").
- 5.4 If the Software fails the Tests: (a) the Supplier shall promptly, and in any event within fourteen (14) days, endeavour to remedy such failure (noting that the Supplier will have limited control over such Software that is supplied by third parties) and resubmit the Software for a second cycle of Tests in accordance

with paragraph 5.3; or (b) the parties may agree to vary some or all of the Acceptance Criteria in relation to the Software and following which the Supplier shall promptly submit the Software for a second cycle of Tests in accordance with paragraph 5.3.

- 5.5 If the Software fails a second cycle of Tests, the parties agree that the cycle at paragraph 5.4 shall be repeated.
- 5.6 If the Software fails a third cycle of Tests, within thirty (30) days of such failure, the Client shall be entitled to Reject the Software, which: (a) in respect of Tests immediately following (or part of) the Set-Up and Implementation Services, will entitle the Client to terminate this Contract by giving to the Supplier not less than ten (10) days prior written notice, whereupon the Client shall be entitled to receive a refund of all pre-paid Fees under this Contract that relate to Software and/or Set-Up and Implementation Services; or (b) in respect of Tests immediately following (or part of) the installation/implementation of new releases and/or new versions of Software, will entitle the Client to remain on the previous release/version (as applicable).
- 5.7 Software shall be deemed accepted if: (a) the Client signs an acceptance certificate; (b) the Client does not exercise its rejection rights in accordance with paragraph 5.6; (c) the Client puts the Software into live or operational use.
- 5.8 The Client's rights at paragraph 5.6 shall be its exclusive remedies in respect of rejection. In no circumstances shall the Client be entitled to compensation and/or damages (with the exception of the refund(s) set out at paragraph 5.6 (a)).
- 5.9 The Client shall install and/or implement new releases and/or new versions of Software promptly, but prior to live or operational use shall undertake the test cycle set out at paragraphs 5.2 to 5.7 above in respect of such new releases/versions.

## 6 Open Source Software

- 6.1 In this paragraph, the following words have the following meanings: (a) "**Open Source Licence**" means a licence in respect of the Open Source Software as described in the Order Form; (b) "**Open Source Software**" means the open source software described in the Order Form, including all new releases, new versions, updates and modifications thereto.
- 6.2 The Client acknowledges that: (a) in order to make use of the Hosted Services it must enter into Open Source Licences; (b) the Supplier will have no contractual obligations or responsibilities in respect of Open Source Licences and, in particular, will not be providing patches or fixes in respect of the Open Source Software; and (c) any termination of the Open Source Licences may prevent it from making substantial use of the Hosted Services, but shall not entitle it to terminate this Contract and/or receive any refund under this Contract.
- 6.3 The Client agrees that it will enter into Open Source Licences and will maintain such Open Source Licences for the duration of this Contract and abide by the terms and conditions of Open Source Licences.
- 6.4 The Supplier warrants at the Effective Date that the provision of Open Source Software as part of the Hosted Services shall not infringe the terms of the Open Source Licences.
- 6.5 In the event that any Open Source Licence is terminated, or in the reasonable opinion of the Client or the Supplier, use of the Open Source Software infringes the Intellectual Property Rights of a third party, save in respect of such termination or reasonable opinion arising as a result of a breach by either party of this paragraph 6, the parties shall use all reasonable endeavours to mitigate any adverse impact to the Hosted Services (which may include the sourcing of alternative software components), provided that if notwithstanding such mitigation the adverse impact to the performance or functionality of the Hosted Services is substantial, the Client shall be entitled to terminate this Contract on thirty (30) days' prior written notice. Mitigation arising under this paragraph shall be deemed an Event of Force Majeure and the provisions of Clause 12.7 shall apply.
- 6.6 The Client shall indemnify and hold harmless the Supplier for all Costs arising from a breach of this paragraph 6, including all Costs associated with handling a compliant or allegation which, if substantiated, would constitute a breach by the Client of this paragraph 6.

## 7 Client Contracted Software and Services

- 7.1 In this paragraph, the following words have the following meanings: (a) "**Client-Contracted Services Agreements**" means contracts entered into between Client-Contracted Services Providers and the Client; (b) "**Client-Contracted Services Providers**" means the third party 'Client-Contracted Services Providers' described in the Order Form; (c) "**Client-Contracted Software Vendors**" means the third party 'Client-Contracted Software Vendors' described in the Order Form; (d) "**Client-Contracted Vendor Licences**" means software licensing agreements entered into between Client-Contracted Software Vendors and the Client.
- 7.2 The Client acknowledges that: (a) in order to make use of the Hosted Services it must enter into Client-Contracted Vendor Licences and Client-Contracted Services Agreements; and (b) the Supplier will have no contractual obligations or responsibilities in respect of Client-Contracted Vendor Licences and Client-Contracted Services Agreements, subject to paragraph 7.4 below; and (c) any termination of the Client-Contracted Vendor Licence and/or Client-Contracted Services Agreements (other than as a result of a breach by the Supplier of paragraph 7.4 below) may prevent it from making substantial use of the Hosted Services, but shall not entitle it to terminate this Contract and/or receive any refund under this Contract.
- 7.3 The Client agrees that it will enter into Client-Contracted Vendor Licences and Client-Contracted Services Agreements and will maintain such Client-Contracted Vendor Licences and Client-Contracted Services Agreements for the duration of this Contract and abide by the terms and conditions of Client-Contracted Vendor Licences and Client-Contracted Services Agreements.
- 7.4 The Supplier shall ensure that the Client-Contracted Software Vendor and/or Services Provider (as applicable) does not terminate the Client-Contracted Vendor Licence or and Client-Contracted Services Agreements (as applicable) as a result of the Supplier's breach of paragraph 7.5 below.
- 7.5 The Supplier shall make payment to Client-Contracted Software Vendors and Client-Contracted Services Providers in respect of the grant of Client-Contracted Vendor Licences and the provision of services under the Client-Contracted Services Agreements, subject to the Client's: (a) payment to the Supplier of Fees in respect of Client-Contracted Vendor Licences and Client-Contracted Services Agreements; and (b) compliance, in full, with the terms and conditions of the Client-Contracted Vendor Licences and Client-Contracted Services Agreements.
- 7.6 The Client shall indemnify and hold harmless the Supplier for all Costs arising from a breach of this paragraph 7, including all Costs associated with handling a compliant or allegation which, if substantiated, would constitute a breach by the Client of this paragraph 7.
- 7.7 The parties acknowledge that the Supplier's Fees are in part dependent on the costs imposed on it by third party technology and/or infrastructure providers which are outside of its control. As such, the Supplier shall be entitled to increase the Fees at any time by giving the Client not less than thirty (30) days'



written notice if any Client-Contracted Software Vendor and/or Client-Contracted Service Provider, has increased its fees or charges in a manner that increases the costs imposed on the Supplier under this Contract, provided that such increase shall be limited to the additional cost imposed on the Supplier as may be apportioned to this Contract. Both parties will work collaboratively to mitigate the impact of any such third party costs and will endeavour to keep such increases to a minimum.