



Conditions of Sale &
Software Licence



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Paygate Solutions Ltd (paygate) Registered office address is Gladstone House, Hithercroft Road, Wallingford, Oxon, OX10 9BT

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These STANDARD TERMS AND CONDITIONS ("Terms") set out the terms and conditions on which Paygate Solutions Limited, whose registered office address is Gladstone House, Hithercroft Road, Wallingford, Oxon, OX10 9BT, shall supply the Customer with the Services (as hereunder defined)

1 INTERPRETATION

The definitions and rules of interpretation contained in the Conditions shall apply together with the definitions and rules of interpretation contained in this paragraph.

"Affiliate" means any enterprise or other entity which, directly or indirectly, controls, or is controlled by the Customer; the term "control" means ownership of more than (including) fifty percent (50%) of the paid-up Capital and/or assets or the power to appoint or direct the majority of management of an enterprise or other entity or appoint or elect the majority of the directors of a company.

"Authorised User" means an employee or agent of the Customer who is authorised by the Customer to use the Software or Services under this Contract.

"Bacs" means Bacs Payment Schemes Limited, company number 04961302, registered in England and Wales, which processes interbank payments.

"Click" means an individual submission to and response from the Validate service (as described in Schedule 1).

"Commencement Date": means the date set out in Clause 3.1.

"Contract" means together these Terms and any Sales Proposal and/or Order Form specifying the Services.

"Customer" means the person, firm or company named in the applicable Sales Proposal and/or Order Form for the supply of Services from the Supplier.

"Customer Data" means the Customer's data and/or all data supplied by or on behalf of the Customer to the Supplier (including that supplied through the Services).

"Data Controller" has the meaning given to that term in Data Protection Law;

"Data Processor" has the meaning given to that term in Data Protection Law;

"Data Protection Law" means the Data Protection Act 1998, in respect of processing undertaken on or before 24 May 2018; the General Data Protection Regulation (EU) 2016/679, in respect of processing undertaken on or after 25 May 2018; and any legislation that replaces, or enacts into United Kingdom domestic Law, the General Data Protection Regulation (EU) 2016/679, in respect of processing undertaken on or after the date on which such legislation comes into force.

"Data Subject" means an individual who is the subject of any of the Disclosed Data.

"Data Subject Request" means a written request of the Customer by or on behalf of a Data Subject to exercise any rights conferred by Data Protection Law;

"Disclosed Data" means the Personal Data disclosed to the Supplier by or on behalf of the Customer in connection with the Purpose

"Document" means and includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

"EISCD" means the Extended Industry Sorting Code Directory produced by VocaLink, consisting of a copy of a computer file of Sorting Code Data or any data taken from the computer file of Sorting Code Data and incorporated into any computer file or product produced by the Supplier.

"European Economic Area" means the member states of the European Economic Area from time to time, and for the purposes of this Letter of Variation will include the United Kingdom notwithstanding any departure of the United Kingdom from the European Economic Area;



"Faster Payments" means the UK same day clearing service.

"Fee(s)" means any fee(s) payable for the use of the Services as specified in the Sales Proposal and/or Order Form

"Group" is a logical association of users for a particular payment type, associated to a particular bank account and input file type, with each user in that Group being assigned specific roles within the Group.

"Hardware" means any equipment supplied under these Terms as specified on the Sales Proposal and/or Order Form.

"Hosted(ing) Services" means the combination of hardware, software and networking elements that comprise an information technology system provided by the Supplier that facilitates the Service(s) being provided as specified on the Sales Proposal and/or Order Form.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Know-How" means all or any information, data and methodology not at present freely available to the public and all financial, commercially sensitive, trade and business secrets of whatever nature in whatever format including such items and information as referred to in the Documents and necessary in order to provide the Services.

"Normal Business Hours" means 9.00am to 5.00pm local UK time, excluding Saturdays, Sundays and UK Public Holidays.

"Normal Business Day" means Monday to Friday in the UK excluding UK Public Holidays.

"On-premise Services" means the combination of hardware, software and networking elements that comprise an information technology system provided by the Customer that facilitates the Service(s) being provided as specified on the Sales Proposal and/or Order Form.

"Output File Format" means the file of transaction data that has been created as an output from the Customer's accounting, payroll or other software package, ready to be transformed by the Services into a payment file for submission (including by not limited to Bacstel-IP or Secure-IP).

"Party" or "Parties" means collectively the Supplier and the Customer.

"Personal Data" has the meanings given to it in Data Protection Law;

"Processing" has the meaning given to it in Data Protection Law (and "Process" shall be interpreted accordingly);

"Purpose" means facilitation of electronic payment services and supporting functions;

"Regulator" means a regulator or regulatory body (including the UK Information Commissioner (or other equivalent regulator of the Data Protection Laws) or their successors or equivalent authorities outside of the UK) to which the Customer are subject from time to time or whose consent, approval or authority is required so that the Customer can lawfully carry on its business;

"Reportable Breach" means any unauthorised or unlawful processing of, disclosure of, use of, access to, theft of and/or any accidental or unlawful damage to, destruction of, loss of alteration to or corruption of the Disclosed Data

"Sales Proposal and/or Order Form" means the Supplier generated sales proposal and/or order form agreed between the Supplier and the Customer.

"Security Token" means any piece of equipment containing an embedded digital certificate for the purpose of authentication and non-repudiation when using the Services.



"Services" means the services to be provided by the Supplier (including subcontractors) under the Contract as described in Schedules 2 and 3 which includes the Software and/or the professional consultancy services and/ or the Support Services and/or the set up Services and all Documents, Hardware, Know-How and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including (without limitation) computer programs, data, reports and specifications (including drafts) including all software developed in conjunction with the provision of the Services in order to provide electronic payment processing services via the Software or otherwise and as provided via the website notified to the Customer by the Supplier from time to time, as more particularly described in the Contract.

"Software" means the software products (including any third-party software) made available by the Supplier to the Customer under this Contract and as part of the Services (whether Hosted or on-premise) as specified in Schedule 1.

"Sorting Code" means is the six [6] digit code uniquely identifying the bank branch holding a specific bank account. Also known as 'Sort Code'.

"Sorting Code Data" means information held in the 'Sorting Code Directory'. This information is owned by the UK Payments Administration Ltd (formerly APACS) and maintained by VocaLink.

"Sorting Code Directory" means definitive list of bank branches and sub branches in the United Kingdom. The extended version contains all the information held in the ISCD plus Faster Payments clearing information for each UK bank branch. This is also known as the Industry Sorting Code Directory (ISCD) or the Extended Industry Sorting Code Directory (EISCD).

"Supplier" means Paygate Solutions Limited whose Registered address is Gladstone House, Hithercroft Road, Wallingford, Oxon, OX10 9BT and office address is Headley Technology Park, Middle Lane, Wythall, Birmingham, Warwickshire, B38 0DS.

"Submission" means any file or set of files sent using the Services to a desired clearing system or other specified destination for processing (including but not limited to the Bacs clearing system or the Faster Payments clearing system).

"Support Service" means the support and maintenance service more particularly described in Clause 4 and Schedule 2 Part 3, which is to be provided by the Supplier to the Customer.

"Technical and Organisational Measures" means measures aimed at preventing a Reportable Breach, which shall be compliant with the Data Protection Law, resulting from the Supplier's internal use, processing or other transmission of Disclosed Data

"Transaction" means a financial transaction made by the Customer using the Software or Services.

"UK Payments" means UK Payments Administration Limited, a company incorporated in England and Wales under registration number 01935025, the registered office of which is at 2 Thomas More Square, London, E1W 1YN.

"Unavailable" means subject to Clause 4.7, the Customer has no connectivity to and is unable to access the Software.

"VocaLink" means VocaLink Ltd, company number 6110948, registered in England and Wales, the Bacs operator in the UK.



2 APPLICATION OF CONDITIONS

2.1 These Terms shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions including the Customer's terms and conditions, or implied by law, trade custom, practice or course of dealing.

3 EFFECT OF SALES PROPOSAL AND/OR ORDER FORM

3.1 The Sales Proposal and/or Order Form signed by the Customer constitutes an offer by the Customer to purchase the Services specified in it in accordance with these Terms. The Sales Proposal and/or Order Form shall only be deemed to be accepted when the Supplier either (i) executes and issues the order acknowledgement; or (ii) commences the provision of the Services; at which point and on which date the Contract shall come into existence ("Commencement Date") subject to Clause 3.2 below.

3.2 Where the Supplier issues a Sales Proposal and/or Order Form prior to contract formation which includes terms and conditions that conflict with these Terms ("Special Terms"), then the Special Terms specified in the Supplier's Sales Proposal and/or Order Form shall prevail and override the conflicting terms and conditions specified in these Terms for the purpose of interpreting the relevant provision.

4 SUPPLIER'S OBLIGATIONS

The Services

4.1 The Supplier shall provide the Services to the Customer, in accordance with this Contract.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Sales Proposal and/or Order Form but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Contract. The Supplier shall appoint the Supplier's Manager who shall have authority contractually to bind the Supplier on all matters relating to the Services. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Manager in the delivery of the Services, but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.

4.3 The Supplier may at any time on prior notice change or alter the Software provided that the changed or altered Software provides an equivalent service to the then existing Software.

4.4 In provision of the Services the Supplier may engage the services of a subcontractor or sub-Processor under terms detailed in clause 8.6.

4.5 The Supplier shall be responsible for obtaining and maintaining all necessary licences and consents and comply with all relevant legislation to enable it to provide the Services to the Customer.

4.6 Where the Supplier uses a third-party database to supply the Customer with data, the Supplier reserves the right to substitute the third-party database it uses without the agreement of the Customer. The Supplier shall not be responsible for the accuracy or response times relating to any data sourced from third parties or the Customer. The Supplier warrants that the content of the information passed on to the Customer will reflect the information passed to the Supplier by the third party, but shall not be liable for any losses to the Customer caused by incomplete or inaccurate information.

4.7 The Customer may request additional configuration by the Supplier at any time. Such configuration will be



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charged at the prevailing Supplier professional services day rate to the nearest quarter of a day. Additional configuration may include, but is not limited to, the following:

- (a) configuring the Services to recognise and adapt an Output File Format; and/or
- (b) editing or amending Authorised Users, or the properties associated with them, including the set-up, amendment or deletion of new Authorised Users or Groups.

Uptime Availability (For Hosted Services only)

4.8 The Supplier shall provide at least a 99.5% uptime availability level in respect of the Software (“Uptime Service Level”) during each calendar month. This availability refers to an access point on the Supplier hosting provider’s backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider’s backbone network, as the Customer is responsible for its own internet access. The total availability of the Software is calculated as one-hundred percent (100%) of the time, less the time that the Software is Unavailable. For the avoidance of doubt, the Software shall not be considered Unavailable during any outages, disruption or other availability issues caused by:

- (a) any maintenance events notified to the Customer in advance;
- (b) Customer-caused or third-party caused outages or disruptions;
- (c) Customer or third-party hardware or software, including Customer’s own internet connectivity and available bandwidth;
- (d) Customer’s use of the Software after the Supplier advised Customer to modify its use of the Services, if Customer did not modify its use as advised; or
- (e) any breach by the Customer of its obligations under this Contract which directly affects the Supplier’s ability to provide the Services, or
- (f) in whole or in part to force majeure events within the meaning of Clause 16.

4.9 Subject to Clause 4.7 above, if Software availability falls below the Uptime Service Level in a given calendar month (“Service Delivery Failure”), the Supplier shall credit the Customer’s account by an amount of five [5] percent of the total fees owed for that calendar month (on a pro-rata basis of the applicable Fee(s)) for each full hour the Software is Unavailable (“Service Credit”). The maximum Service Credit allowable in a given calendar month is limited to an amount equal to the total of twenty-five percent of the monthly fee (calculated on a pro-rata basis of the applicable Fee(s)) owed by the Customer for that calendar month. The Customer acknowledges and agrees that the terms of this Clause relating to Service Credits constitute a genuine pre-estimate of the loss or damage that the Customer would suffer as a result of the Supplier’s Service Delivery Failure and are not intended to operate as a penalty for the Supplier’s non-performance.

4.10 The provisions of Clause 4.7 state the Customer’s full and exclusive right and remedy, and the Supplier’s (including its licensors, agents and subcontractors, if any) only obligation and liability, in respect of any failure to achieve the Uptime Service Level.

Support

4.11 The Support Service included in the Fee(s) applies only to that part of the Software (“Supported Software”) which is expressly included in and referred to as being supported in a Sales Proposal and/or Order Form.



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- 4.12 The Support Service shall be as specified in Schedule 2, Part 3.
- 4.13 All requests for the Support Service by the Customer shall include sufficient documentation, data, details and assistance from the Customer with respect to the reported fault so as to enable the Supplier to reproduce and verify the fault.
- 4.14 The Customer acknowledges that the fix times specified in Schedule 2, Part 3 are estimates and are subject to the complexity of the reported fault and that in certain instances it may take longer than the projected timescales specified. Provision of the Support Services as described in this Clause 4 and Schedule 2, Part 3 is the Supplier's sole obligation, and Customer's sole remedy, with respect to the support of the Supported Software. The Supplier shall have no other liability or obligation to Customer with respect to any faults or other real or perceived problems with the Supported Software.
- 4.15 The Supplier shall have no obligation to provide Support Services in connection with any fault, questions or problems that arise from:
- (a) any modification, customisation, alteration or addition to the Supported Software, or attempt thereof, made by Customer or any third party not authorised to do so by the Supplier;
 - (b) use of the Supported Software: (a) in a manner other than for which it was designed or (b) in any way not permitted under this Contract;
 - (c) the negligence or intentional misconduct of any user of the Supported Software;
 - (d) a fault in the Customer equipment or in any other Customer software operating in conjunction with the Supported Software; and
 - (e) failure by Customer to implement reasonable recommendations in respect of or solutions to faults previously advised by the Supplier.

5 CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the delivery of the Services and appoint a project manager "Customer's Project Manager" to act as point of contact between the Supplier and the Customer, who shall have the authority to contractually bind the Customer on matters relating to the delivery of the Services;
 - (b) provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is reasonably requested by the Supplier;
 - (c) provide in a timely manner such information and decision making as the Supplier may reasonably request, and use reasonable endeavours to ensure that such information is accurate in all material respects;
 - (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;
 - (e) where reasonably necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the use of the Services that would be reasonably necessary to enable the Customer to use the Services, in all cases before the date on which the Services are to start howsoever determined in accordance with Clause 3 and provide, in a timely manner, all



such Documents, information and materials including computer programs data reports and specifications and other information as the Supplier may reasonably require in order to provide the Services, and use reasonable endeavours to ensure that it is accurate in all material respects; and

- (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

- 5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances pay to the Supplier on demand all reasonable costs, charges or losses directly sustained or incurred by it, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 5.3 The Customer agrees that the accuracy of the information (including any Customer Data) that they provide in order to process the transaction is its sole responsibility and that the Supplier is only acting on the Customer's behalf in processing the transaction with the use of the Software.
- 5.4 The Supplier shall not bear any responsibility or liability for checking any Customer Data that the Customer uploads to and/or is processed by any of the Services or whether Customer Data is correct. Unless arising out of the Supplier's breach of the Contract, the Supplier cannot be held liable for any losses or damages, claims, costs or expenses incurred by the Customer arising whether directly or indirectly from any failure to correctly send the Customer Data or any failure of all or any other third-party website or data processing system to upload the Customer Data within the timeframe required by the Customer.
- 5.5 Where applicable, and as defined on the Sales Proposal and/or Order Form, the Customer shall abide by and adhere to any fair use policy as specified.
- 5.6 The Customer agrees not to conduct any form of remote security testing or penetration testing without prior written authorisation from the Supplier.
- 5.7 For on-premise Services, the Customer shall facilitate remote access to enable the Supplier to update the applicable Software and Services such that they shall be no more than three (3) versions behind the Supplier's most recent updates to the applicable Services or Software. Where such updates are not accepted the Supplier reserves the right to increase Fees or withdraw support.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Other than specified in Clause 6.12, all Intellectual Property Rights and all other rights in the Services (including the Software) shall be owned by the Supplier. The Supplier hereby licenses all such rights to the Customer on a non-exclusive, non-transferable, non-sub-licensable for the Customer's own internal business purposes only. On termination of this Contract, this licence will automatically terminate.
- 6.2 All customisations and enhancements to the Services created and/or delivered by the Supplier shall be deemed to be part of the Services licensed hereunder, and ownership thereof shall vest in the Supplier absolutely upon creation.
- 6.3 The Supplier shall provide the Customer with any relevant printed materials and online/electronic documentation in relation to the Software ("Documentation").
- 6.4 The Supplier licences use of the Software and Documentation to the Customer on the basis of these Terms.



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The Supplier does not sell the Software or Documentation to the Customer. The Supplier remains the owner of the Software and Documentation at all times. This licence is personal to the Customer only and does not extend to any Affiliate of the Customer or other third party, except with the prior written approval of the Supplier.

6.5 The Customer shall comply with any system requirements for operation of the Software notified by the Supplier from time to time.

6.6 Restrictions

Except as expressly set out in this Contract, the Customer undertakes:

- (a) not to copy the Software or Documentation;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by the Customer during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without the Supplier's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to supervise and control use of the Software and ensure that the Software is used by the Customer's employees and representatives in accordance with the terms of this Licence; and
- (f) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than the Customer's employees without prior written consent from the Supplier.

6.7 The Customer acknowledge that all Intellectual Property Rights in the Software and the Documentation throughout the world belong to the Supplier (or its 3rd party licensor's), that rights in the Software are licensed (not sold) to the Customer, and that the Customer has no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Contract.

6.8 The Customer acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.



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- 6.9 The integrity of this Software is protected by technical protection measures (TPM) so that the Intellectual Property Rights, including copyright, in the Software are not misappropriated. The Customer must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in its possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.
- 6.10 The Supplier shall indemnify the Customer against all damages, costs and losses incurred by the Customer arising from or incurred by reason of any third-party claim alleging that the use or possession of the Software infringes any Intellectual Property Rights belonging to a third party provided that the Customer promptly notifies the Supplier of any such claim, makes no admission or settlement without the Supplier's prior consent and allows the Supplier to have control over any litigation relating to such claim. Notwithstanding the foregoing, should any Software become, or in the Supplier's opinion be likely to become, the subject of any such claim the Supplier may, at its option: (1) procure for the Customer the right to continue using such Software, (2) replace or modify such Software so that it becomes non-infringing, which shall extinguish the Supplier's obligations hereunder, or (3) if in the Supplier's judgment neither of such alternatives is commercially reasonable, then terminate this Agreement with respect to, and refund any sums paid hereunder (amortized on a straight-line basis) for, the allegedly infringing Software. Subject to Clause 13, the foregoing states the entire liability and obligation (express, statutory, implied or otherwise) of the Supplier, and the Customer's sole and exclusive remedy, with respect to claims of infringement of intellectual property rights of any kind.
- 6.11 Notwithstanding clause 6.12, Supplier shall have no liability for any third-party claims arising out of or in connection with:
- (a) any materials or instructions provided to the Supplier by or on behalf of the Customer.
 - (b) Customer combination of the Software with software or hardware not supplied or approved by Supplier.
 - (c) Customer using the Software in breach of the terms of clause 6 of this agreement
- 6.12 EISCD LICENCE (THE EXTRACT)
- (a) The Supplier includes use of the EISCD (the "Extract") as part of the Software. The Supplier grants the Customer as a royalty-free fully paid up licence to use the Extract solely for use in connection with the UK Clearing Services. The Customer shall not use the Extract other than for the purpose in relation to which it was supplied.
 - (b) Except as provided by the Customer licence (and s.296A of the Copyright Designs and Patents Act 1988) the Customer is not granted any rights to copy, modify, develop or adapt the Extended ISCD or to use, sell, dispose of or transfer the Extended ISCD or any copies thereof in the possession of the Customer, and no title or rights of ownership, copyright or any other intellectual property rights in the Extended ISCD are or will be transferred to the Customer.
 - (c) The Customer's right to use the Extended ISCD is limited to use in connection with the UK Bacs scheme, Faster Payments scheme, CHAPS Sterling scheme and Cheque and Credit Clearing scheme
 - (d) The Customer acknowledges that all property rights including but not limited to Intellectual



Property rights in the Sorting Code, Sorting Code Data, and the Extended ISCD are owned by UK Payments.

- (e) No title or rights of ownership or any Intellectual Property rights in the Extended ISCD, Sorting Code or Sorting Code Data are or will be transferred to the Customer.
- (f) The Customer may not make any copies of the Extended ISCD except for one copy of the Extended ISCD for backup purposes.
- (g) A statement that the Extended ISCD and all copies thereof are the property of VocaLink and a prohibition on the Customer from selling, loaning or in any other way disposing of any copies of the Extended ISCD to any third parties.
- (h) An obligation on the Customer to keep the Extended ISCD confidential and a prohibition on the Customer disclosing the Extended ISCD to any third party.
- (i) Upon the Customer ceasing to use the Extended ISCD, an obligation on the Customer to return to the Distributor all copies of the Extended ISCD in the Customer's possession or control.
- (j) That the Extended ISCD and any related data licensed to the Customer are provided on an "as is" basis. The Customer licence must not grant any warranty or indemnity of any kind whatsoever in respect of the Extended ISCD and must exclude the fullest extent permitted by law all conditions and warranties express or implied or otherwise.
- (k) The Customer shall update its Extended ISCD at least monthly.
- (l) That, upon notification by VocaLink to the Customer that the licence agreement between VocaLink and the Distributor has been terminated, the Distributor's rights and obligations under the Customer licence will automatically be assigned forthwith to VocaLink who will thereupon be deemed a party to the Customer licence and all rights and obligations there under will be directly enforceable by or against VocaLink as the case may be.
- (m) An acknowledgement by the Customer that VocaLink and its officers, employees, agents and licensors have no liability to it whatsoever in connection with the Customer licence or the Customer's use of the Extended ISCD.
- (n) An obligation on the Customer to ensure that all of its relevant staff are aware of and comply with the terms of the Customer licence.
- (o) An obligation on the Customer to ensure that all copies of the Extended ISCD and of any manuals made by the Customer will incorporate a notice indicating that copyright in the Extended ISCD and any related manuals is vested in VocaLink

7 WARRANTY

- 7.1 The Supplier warrants that for Hosted Services, the Services will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in Sales Proposal and/or Order Form.
- 7.2 The Supplier warrants that for on-premise Services, the Services will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Sales Proposal and/or Order Form for a period of ninety [90] days from Commencement Date.



- 7.3 The Supplier warrants that Hardware will, for a period of twelve [12] months from the Commencement Date, be (a) free of defects in material and workmanship; (b) perform in accordance with documentation (as applicable).
- 7.4 In the limitation of the Supplier's liability, Customer acknowledges that the Services have not been developed to meet its individual requirements and if the Customer is a business customer, the Services are only supplied for internal use by its business and it agrees not to use the Services for any re-sale purposes.
- 7.5 This sets out the full extent of the Supplier's obligations and liabilities in respect of the supply of the Services. Except as expressly stated in this Contract, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Supplier. The Supplier excludes to the full extent permitted under law any condition, warranty, representation or other term concerning the supply of the Services which might otherwise be implied into, or incorporated in, this Contract whether by statute, common law or otherwise.

8 DATA PROTECTION

- 8.1 Each of the Customer and the Supplier acknowledges that, for the purposes of Data Protection Law, the Customer is the Data Controller. To the extent that the Supplier processes Personal Data on behalf of the Customer, the Supplier is the Data Processor of any Disclosed Data. In all other circumstances (including On-premise Services) the Customer (or its nominated third party or parties) shall be the Data Processor.
- 8.2 The Supplier will Process the Disclosed Data only to the extent, and in such a manner, as is necessary for the Purpose, subject to and in accordance with the Customer's express written instructions from time-to-time. If the Supplier considers that any instruction from the Customer contravenes any Data Protection Law, it shall notify the Customer, giving reasonable details.
- 8.3 As required by law, after the expiry or termination of the Services, the Supplier will either return to the Customer or destroy and/or permanently delete (as directed by the Customer) from its information technology systems all copies of any Disclosed Data in its possession.
- 8.4 The Supplier will implement appropriate Technical and Organisational measures so as to ensure an appropriate level of security is adopted to mitigate the risks associated with the Processing of such Disclosed Data.
- 8.5 The Supplier will:
- (a) comply with its obligations as a Data Processor under Data Protection Law in relation to the Processing of Personal Data in accordance with performing the Services
 - (b) at the Customer's cost and expense:
 - (i) promptly comply with any reasonable request from the Customer to update, amend or transfer the Disclosed Data, provided that the Supplier will not be in breach of any other obligation under the Contract to the extent that the Supplier cannot perform that obligation as a result of its compliance with this clause 8.5(b)(i)
 - (ii) assist the Customer to the extent reasonably required in responding to any relevant Data Subject Request; and
 - (iii) without prejudice to the provisions of above clauses 8.5(b)(i) and (ii), provide such reasonable assistance to the Customer as deemed necessary by the Customer to enable it to comply with its obligations under any Data Protection Laws in relation to the Processing of the Disclosed Data by the Supplier under the Contract (such reasonable assistance having regard to the nature of the processing and the information available to the Supplier);
 - (c) ensure that the Disclosed Data is processed only by employees, contractors or other personnel that are subject to an appropriate duty of confidentiality;



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- (d) not transfer any of the Disclosed Data outside the European Economic Area, except at the express written instructions or with the written consent of the Customer
- (e) maintain records of all processing activities carried out on behalf of the Customer during the term of the Agreement; and
- (f) in the event of a Reportable Breach, notify the Customer without undue delay

8.6 The Supplier may sub-contract the performance of any of its obligations under the Agreement (or otherwise authorise any third party to Process the Disclosed Data on its behalf), provided that:

- (a) it only includes Disclosed Data to trusted third parties, under contract to the Supplier on terms relating to Data Protection Laws no less onerous than those contained in this Contract;
- (b) the Supplier may sub-contract any of its obligations to any of its Affiliates;
- (c) details of current subcontractors shall be available on request by the Customer.

8.7 At the Customer's cost and expense, the Supplier will:

- (a) provide the Customer with such information in its possession; and
- (b) subject to compliance with the Supplier's relevant policies and procedures, and upon reasonable notice, permit the Customer a reasonable right of audit in relation to the Supplier's records and procedures relating to the Processing of Disclosed Data, provided that the Supplier will not be obliged to disclose any information which is subject to third party confidentiality undertakings and such right of audit shall not be exercised more than once in any 12 month period (other than where required by a Regulator),

in each case as is reasonably necessary to enable the Customer to demonstrate its compliance with Data Protection Law in connection with the Agreement.

8.8 The Customer warrants and represents that:

- (a) all relevant Data Subjects whose Personal Data it has supplied to the Supplier in connection with this Contract have given their informed consent for the Supplier to:
 - (i) process the Personal Data for the supply of the Services;
 - (ii) disclose any Personal Data in response to any Data Subject Request relating to this Contract; and
 - (iii) retain the Personal Data for as long as is necessary for the provision of the Services; and
- (b) it is registered with all relevant data protection authorities to Process all Customer Personal Data for the supply of Services.

8.9 The Customer shall indemnify and keep indemnified the Supplier for any losses, costs, claims or expenses incurred or suffered by the Supplier arising as a result of:

- (a) the Customer breaching any of the Data Protection Laws as; or
- (b) the Customer causing the Supplier to be in breach of any of the Data Protection Laws.

9 CONFIDENTIALITY

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

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

9.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information



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for any purpose other than the implementation of this agreement.

- 9.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 9.4 The Customer acknowledges that the Software, the results of any performance tests of the Software and the Services constitute the Supplier's Confidential Information.
- 9.5 The Supplier acknowledges that the Customer's Personal Data and the results of the Services are the Confidential Information of the Customer.
- 9.6 No Party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.
- 9.7 This Clause 9 shall survive termination of this agreement, however arising for a period of five [5] years from date of termination.

10 PRICE

- 10.1 The price for the Services, Software and/or Hardware is based on the details of the Customers' requirements and forecast usage as provided prior to the Commencement Date, and applies to the Customer's use of the Services, Software and/or Hardware within the parameters set out in the Sales Proposal and/or Order Form. The parameters may include (but not limited to):
- (a) a maximum number of Authorised Users;
 - (b) a maximum number of items per File or Submission;
 - (c) maximum number of Groups the Customer has set up; and/or
 - (d) maximum number of Clicks
- Additional fees may apply if any requirements or usage changes, or if the Customer wishes to increase their service parameters.

11 FEES

- 11.1 In consideration of the provision of the Services, the Customer shall pay the Fees as specified in the Sales Proposal and/or Order Form to the Supplier in accordance with these Terms.
- 11.2 Fees shall be payable within thirty [30] days of the date of invoice.
- 11.3 Where the Supplier is delayed by a period of thirty [30] days or more in provision of, or completion of any Services, by the actions/inaction of the Customer, the Supplier reserves the right to invoice the Customer for the portion(s) of the Services so delayed.
- 11.4 Should the Customer fail to make payment in accordance with clause 11.2 above, The Supplier shall have the right at the Supplier's sole option and without prejudice to any other remedy available to the Supplier in law or equity, to:
- (i) Charge and to receive from the Customer interest on the overdue amount at the rate per annum of three [3] percent over the Supplier's Banker's declared base rate commencing thirty [30] days after invoice date.



(ii) Suspend Services until payment is made.

12 TERMINATION

12.1 The Contract shall commence on the Commencement Date and shall continue for a period either: (i) as set out in the Customer's signed Sales Proposal and/or Order Form; or (ii) if not set out in the Sales Proposal and/or Order Form then for one [1] calendar year (the "Initial Period") and thereafter shall continue on an annual rolling basis unless and until terminated by either Party giving at least thirty [30] days prior written notice of termination to expire at the end of the Initial Period or on thirty [30] days' notice anytime thereafter. In the event of such termination after the Initial Period, the Customer shall receive a refund of the portion of any unused Fee(s) up to the point of termination (less any reasonable Supplier costs associated with termination), but for the avoidance of doubt shall not be entitled to any repayment of Fee(s) covering the Initial Period.

12.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either Party may terminate the Contract without liability to the other if:

- (a) the other Party fails to pay any Fees within thirty [30] days of the relevant due date;
- (b) the other Party commits a material breach, or a series of minor breaches by either Party (of which that Party has been notified by the other Party) could constitute a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty [30] days of that Party being notified in writing of the breach; or
- (c) an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other Party; or
- (d) an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (e) a receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or
- (f) the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- (g) the other Party ceases, or threatens to cease, to trade; or
- (h) there is a change of control (as defined in section 1124 of the Corporation Tax Act 2010) of the other Party; or
- (i) the other Party takes or suffers any similar or analogous action to any of the foregoing in any jurisdiction in consequence of debt.

12.3 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as



at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

12.4 On termination of this Contract for any reason:

- (a) The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, including those for the Initial Period and any further extension thereafter howsoever agreed, the Supplier may submit an invoice, which shall be payable immediately on receipt together with any other costs incurred by the Supplier in the provision of the Services as evidenced by the Supplier in writing, other than where termination is a direct result of the Supplier's default in which case the Supplier shall reimburse on a pro-rata basis the Customer any prepaid amounts from the actual date of termination for Services not received; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13 LIMITATION OF LIABILITY

13.1 Without prejudice to clauses 13.2, 13.3 and 13.4, the Supplier's total liability in contract, tort (including but not limited to negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of this Contract shall be limited to one-hundred percent (100%) of the Fee(s) applicable in the year in which the liability arose.

13.2 Notwithstanding clause 13.1, the Supplier does not exclude its liability (if any) to the Customer for:

- (a) fraud or fraudulent misrepresentation;
- (b) personal injury or death resulting from the Supplier negligence; or
- (c) any liability which it would be unlawful for the Supplier to exclude or attempt to exclude.

13.3 Notwithstanding clause 13.1, and without prejudice to clauses 13.2 and 13.4 the Supplier's total liability in contract, tort (including but not limited to negligence or breach of statutory duty) in relation to the indemnity at clause 8.6 shall be limited to One Million Pounds Sterling (£1,000,000).

13.4 The Supplier shall not have any liability:

- (a) to the Customer (whether for breach of contract, tort (including but not limited to negligence or breach of statutory duty), misrepresentation, restitution or otherwise) for any loss of profits, bargain, contract opportunity or expectation, loss of use, loss of revenue, loss of anticipated savings, loss of tender and/or bid costs, loss of re-tender and/or re-bid costs, loss of data, loss of sales, loss resulting from third-party claims, loss of reputation or pure economic loss (in each case whether direct or indirect) or for any indirect or consequential loss; and
- (b) (including breach of warranty) which arises as a result of the misuse of the Services or Software supplied hereunder, or use thereof in combination with any equipment and/or software not approved by the Supplier or as a result of any defect or error in any equipment and/or software not supplied by the Supplier; and



- (c) for any illegal or unauthorised access to or release of any Customer data from any device whatsoever connecting to the Services or Software, including, but not limited to, any access or release of such data arising from the accessing of any Customer login credentials and/or login to Customer account(s) by malware, viruses, or worms, for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer; and
- (d) unless the Customer shall have served notice in writing of any facts which may give rise to a claim against the Supplier hereunder within six [6] years of the date it either became aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become so aware.

13.5 Any conditions, warranties, representations or other terms (whether written or oral, or express or implied by statute, common law or otherwise) relating to the supply of products and/or services by the Supplier under this Contract other than those expressly set out in this Contract are excluded to the fullest extent permitted by law.

13.6 The Parties acknowledge that the allocation of risk liability contained in this Contract are reasonable and reflect the relative bargaining position of the Parties.

14 ENTIRE AGREEMENT

14.1 The Supplier's written and duly authorised offer including any formal amendment thereof together with these conditions as specifically incorporated by reference therein shall represent the entire agreement between the Supplier upon the Customer's acceptance of the Supplier's offer but excluding any qualifications or references to any other terms or conditions. In the event of any conflict between these conditions and any other conditions specified in the Supplier's offer the latter will prevail.

15 ARBITRATION

15.1 If at any time any question, dispute or difference whatsoever shall arise between the Customer and the Supplier upon, in relation to or in connection with the contract, either of the Parties may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within thirty [30] days of receipt of such notice, of some person appointed by the President for the time being of the Institution of Electrical Engineers. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1979, or any statutory modification or re-enactment thereof.

16 FORCE MAJEURE

16.1 In the event of circumstances beyond the reasonable control of the Supplier including but not limited to, war or civil war (whether declared or not), hostile or warlike action in time of peace or war, armed conflict, revolution, rebellion, uprising; acts of terrorism (including cyber-attacks); chemical and/or biological contamination; industrial action, blockade and lockouts at a local or national level; fire; flood; governmental restrictions and embargos, delays by Government officials, delays in the delivery or provision of Governmental authorisations, of permit, licence, delays in customs, delays in import, delays in export, accreditation; insolvency; acts of God, including but not limited to lightning, fire, flood, tempest, earthquake, hurricane, typhoon, volcanic eruptions, tsunami, loss of service due to hacking or other such attacks; any default by the Customer, the Supplier shall, within a reasonable time of becoming aware that any such delay



has occurred, give to the Customer written notice of the cause of the delay and its claim for an extension of time to the dates identified in this Contract and the Customer shall allow the Supplier such an extension of time in respect of any delay. If an event set out in this clause 16 has continued for a continuous period of six [6] months either Party may at its discretion elect to terminate the Contract without liability to the other Party save that the Customer shall pay the Supplier its costs incurred and fees earned up to the date of termination.

17 NON-SOLICITATION

17.1 Neither Party shall, at any time from the date of the Contract to the expiry of six [6] months after the completion of the Services, solicit or entice away from the other Party or employ or attempt to employ any person who is, or has been, engaged as an employee or either Party.

18 WAIVER

18.1 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any Party shall constitute a waiver by that Party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

19 THIRD-PARTY RIGHTS

19.1 Unless expressly provided in the Contract no term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to it.

20 NO PARTNERSHIP OR AGENCY

20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

21 SEVERANCE

21.1 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

21.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22 VARIATION

22.1 The Supplier reserves the right to unilaterally vary this Agreement. Any variations to this Agreement shall be posted on www.paygate.uk.

22.2 The Supplier shall use reasonable endeavours to notify the Customer of any variations, however the Customer should check the above site from time to time for up to date terms.

22.3 The Supplier shall not exercise its right of variation arbitrarily, and shall use reasonable endeavours to ensure that any such variations do not fundamentally affect the provision of the Services. Any variations in Data Protection clauses shall only be in response to changes in law or legislation and to the extent required for both parties to comply with such legislation and law.



22.4 The Customer hereby agrees that all such variations shall be binding on it.

23 NON-ASSIGNMENT

23.1 Neither Party may assign or purport to assign any or all of its rights or obligations hereunder in respect of this Agreement without the prior written consent of the other Party.

24 LAW

24.1 The construction validity and performance of the Contract shall be governed by the Laws of England and Wales subject to the exclusive jurisdiction of the English Courts. Unless the contrary intention is stated the headings in the contract are for the purpose of convenient reference only and do not form part of the contract; the singular includes the plural and vice versa; a word importing a gender includes every other gender; a reference to a person includes a corporation.



Schedule 1 Software

paygate is a corporate payment gateway, deployed on-premise at the Customer's site or in a hosted environment maintained by the Supplier, that transforms a Customer's input data records into verified and authorised payment files that are then securely transmitted and submitted into a designated payment scheme/interbank infrastructure. Examples of this would be the Bacs clearing system in the UK, where paygate allows approved payments to be submitted to the interbank system over Bacstel-IP or Secure-IP. paygate is maintained to ensure it meets the regulatory requirements of the in-country schemes in which it operates.

Validate provides a service that enables data to be inputted and validated against either Validate's own internal database or against other third-party external databases – provided by the Supplier or by the Customer. For example, Validate allows financial data and information (such as bank accounts, sort codes or credit card data) to be input and verified to provide a degree of assurance. Validate is available as a standalone service, accessed over the internet, or via an API to allow it to be fully integrated with a Customer's required solution. Each time that an individual check is requested by the Customer and sent to the Validate service, and a response to that query is given, this constitutes a "Click".



Schedule 2 Services

Part 1 Configuration

paygate

Configuration of Services is completed following the submission of a completed Audit Form(s) by the Customer. The Audit Form(s) shall be supplied by the Supplier as part of the order process.

Any required Hardware shall be dispatched to the nominated contact as provided by the Customer.

For on-premise implementations, a date for installation shall be agreed with the Customer and a Supplier representative will attend to complete the required work.

Training is agreed and scheduled accordingly. The Supplier shall provide training for up to twelve [12] Authorised Users, and this can be delivered either remotely or at the Customer's premises. Training covers the use of the service and checks the users configured for the Customer – including access rights, permissions and how the user can create, process or approve payments. Training will be carried out using the Customer's Service User Numbers ("SUNs") (as supplied by the Customer's sponsoring bank) and Authorised User profiles.

Upon completion of the training and confirmation of successful live test transactions having been made, the Customer will be requested to confirm the system is now accepted and it will be set to live.

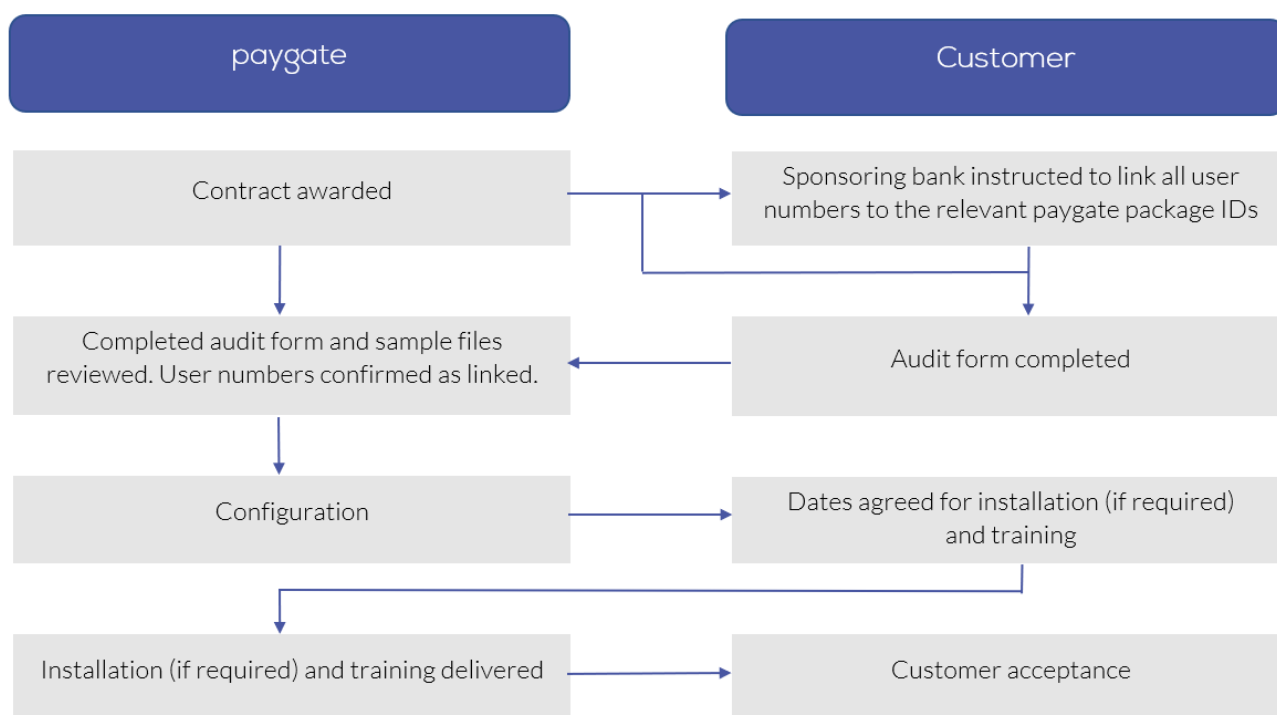


Diagram: paygate Implementation

Validate

Configuration is completed following contract award, with access to the portal set up for a contact nominated by the Customer. The URL for access, along with username and password is supplied via secure email to this contact, along with the API key and help text as necessary.



Part 2 Hosting

1. HOSTING SET-UP, INSTALLATION AND CONFIGURATION

The Services can be utilised in different hosted configurations depending on Customer preference and as detailed on the Sales Proposal and/or Order Form. In all cases, the Customer is using an existing service which will be configured and live at the Commencement Date.

There is a no single point of failure policy on all hosted infrastructure and the system architecture of the Services is designed to be fully clustered so that all elements of the system are built as a mirrored pair. This means that two instances of each item are working as a single entity. If one item fails, the other continues to provide the functionality of that part of the system to the rest of the service.

2. HOSTING FACILITIES

The hosting equipment shall be installed in a purpose built, Tier 3, fully ISO27001 accredited, hosting environment with built in data replication across two UK datacentre locations and with diversity across suppliers.

The facilities have 24x7x365 on-site security, manned entry, 3 metre perimeter walls, video surveillance, access card entry, biometric scanners & man traps; as well as climate control, fire suppression, and managed power supply with an uninterruptable power supply and generator back-up.

All equipment is stored within secure racks on encrypted 'Enterprise' class databases, with IDS/IPS and Cisco Firewalls.

3. INTERNET CONNECTIVITY

3.1 The Customer shall be responsible for supplying its own internet connection service. The Customer shall, and shall ensure that its Authorised Users shall, have internet access in order to access the Software and/or services.

3.2 The Supplier shall supply burstable bandwidth connectivity services. The connectivity shall include multiple connections and a network operations centre that monitors servers, the network platform and internet access. The internet connectivity provided by the Supplier shall not be less than 100MB per second, burstable to a maximum of 1GB per second.

4. HOSTING SERVICES

4.1 The Hosting Services provided by the Supplier include internet connectivity (as detailed in paragraph 3 above), load distribution management, security services, monitoring, back-up, release management and change control, and administration services.

4.2 The Supplier shall provide load-balancing services to distribute load and redundancy across application servers.

5. SECURITY SERVICES

5.1 The Supplier shall provide security services as follows:

- (a) facility access shall be limited to the authorised Supplier and contracted third-party personnel;



- (b) the facility shall be monitored twenty-four [24] hours a day, seven [7] days a week through closed circuit video surveillance and shall require identification for access; and
- (c) data access security shall be provided through managed firewall services with security on all web pages, a private network path for administration and SNMP monitoring, and fully hardened servers.

6. MONITORING SERVICES

- 6.1 The Supplier shall provide, twenty-four [24] hours a day and seven [7] days a week, monitoring of the computing, operating and networking infrastructure to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.

7. BACK-UP, ARCHIVING AND RECOVERY SERVICES

- 7.1 The Supplier shall develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up Schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of data loss, the Supplier shall provide recovery services to try to restore the most recent back-up.
- 7.2 All transaction data and configuration is stored in a database. The Services use two databases configured in a High Availability mode. This means that data is constantly being written to both databases at the same time. If one were to fail, the second would continue. As soon as the first is back online the High Availability mechanism will ensure that the database on this instance is then brought up to date. This all happens automatically without any intervention required from the Customer.

8. RELEASE MANAGEMENT AND CHANGE CONTROL

- 8.1 The Supplier shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by the Supplier to maintain the Hosting Services.



Part 3 Support and Maintenance

1. MAINTENANCE EVENTS (For Hosted Services only)

- 1.1 Maintenance of the hosting equipment, facility, Software or other aspects of the Hosting Services that may require interruption of the Hosting Services (“**Maintenance Events**”) shall not be performed during Normal Business Hours. The Supplier may interrupt the Services to perform emergency maintenance during the daily window of 10.00 pm to 2.00 am UK time. In addition, the Supplier may interrupt the Hosting Services outside Normal Business Hours for unscheduled maintenance, provided that it has given the Customer at least three [3] days' advance notice. Any Maintenance Events that occur during Normal Business Hours, and which were not requested or caused by the Customer, shall be considered downtime for the purpose of service availability measurement. The Supplier shall at all times use reasonable endeavours to keep any service interruptions to a minimum.
- 1.2 The Supplier may determine, at its sole discretion, that providing appropriate service levels requires additional equipment and/or bandwidth, and may install that equipment and/or bandwidth without approval from the Customer, provided that it does not diminish in any way the functionality, connectivity, security or compatibility of the Services.

2. MAINTENANCE

- 2.1 Maintenance includes all regularly scheduled error corrections, as well as, at the Supplier's discretion, any Software updates and upgrades that pertain to fixes and/or improvements to applicable Services as described in Schedule 1 and as specified in the Sales Proposal and/or Order Form.
- 2.2 For Hosted Services, Software version updates shall be communicated and deployed to all relevant Customers at the sole discretion of the Supplier.
- 2.3 For on-premise Services, available Software version updates shall be communicated to all relevant customers and deployed as per clause 5.7 of the Contract. Where such access is not provided by the Customer, the Supplier may, at its discretion, levy a charge for completing any updates. The Supplier shall maintain technical support on at least the two most current releases of the Software. Support for additional Services developed by the Supplier, and/or upgrades to different Software, Services, products, Hardware or deployment options, as requested by the Customer, may be purchased separately at the Supplier's then current rates.
- 2.4 The Supplier shall maintain and update the Software as above. Should the Customer determine that the Software includes a defect, the Customer may at any time file error reports and the Supplier shall use reasonable endeavours to correct any errors. The Supplier may, at its discretion, upgrade versions, install error corrections and apply patches to the Services as specified in the Sales Proposal and/or Order Form. The Supplier shall use reasonable endeavours to avoid unscheduled downtime for Service(s) maintenance.

3. TECHNICAL SUPPORT SERVICES

The Supplier shall provide the Customer with technical support services as follows.



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- 3.1 The Supplier shall issue customer identification numbers (“CINs”) to the Customer Support Representatives (“CSR”) which will allow those CSRs to access Supplier technical support. Supplier technical support shall accept voicemail, email and web form-based incident submittal from CSRs with valid CINs twenty-four [24] hours a day, seven [7] days a week. The Supplier technical support centre shall accept calls for telephone support during Normal Business Hours (calls shall be conducted in English) other than where extended support hours apply (as specified on the Sales Proposal and/or Order Form). The Supplier shall use reasonable commercial endeavours to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Customer (resolution times as stated below may not apply to outages caused by third-party events, and are subject to resolution within Normal Business Hours). The Supplier technical support call centre shall respond to all support requests from CSRs with valid CINs within the time periods specified below, according to priority.
- 3.2 The named CSRs and Supplier technical support shall jointly determine the priority of any defect, using one of following priorities:

Priority	Description	Response Time	Target Resolution Time
Priority 1	The Customer cannot process a payment or a validation	Within one [1] Normal Business Hour.	Four [4] Normal Business Hours. Continuous effort after initial response and with Customer co-operation.
Priority 2	Certain non- essential features of the Service are impaired while most major components of the Service remain functional.	Within twelve [12] Normal Business Hours.	Within seven [7] Normal Business Days after initial response.
Priority 3	Errors that are non- disabling or cosmetic and clearly have little or no impact on the normal operation of the Services.	Within twenty-four [24] Normal Business Hours.	Next release of Software.



Schedule 3 Bureau Services

The Supplier is a fully accredited Bacs Approved Bureau. To maintain this status the Supplier undergoes regular in-depth inspections by the Bacs Bureau Inspection team. Only organisations with exemplary business practices are approved to act on behalf of other Service Users in the capacity of a Bacs Approved Bureau. To learn more about the Bacs Approved Bureau status, please visit the Bacs website.

Bureau Details:	Paygate Solutions Limited Headley Technology Park, Middle Lane, Wythall, Birmingham, B38 0DS 01462 482 333 goldstar@paygate.uk www.paygate.uk
Bureau Number:	B20875

1. DATA PROTECTION

1.1 For the purpose of Data Protection Law the Customer shall be deemed to be the Data Controller and the Supplier (acting as a Bacs Approved Bureau) the Data Processor and the parties shall comply with the provisions of the Data Protection Law and all other regulations in relation to the collection, exchange and processing of Personal Data). The extent of these obligations is set out fully in section 8 above.

2. SERVICE SETUP

2.1 The Customer must instruct their sponsoring Bank to link any required Service User Numbers to the Supplier's Bureau Number (B20875).

3. SERVICE OPERATION

3.1 The Customer will prepare and send the required file(s) to the Supplier for Submission.

3.2 The Supplier will prepare and sign the Customer's file(s) using the Supplier's Bureau certificate.

3.3 The Submission details will be sent to the Customer's appointed representative.

3.4 The Customer's appointed representative must check that the number of records, the contents of all records, and that all totals are correct, and send the Supplier confirmation to proceed. File(s) cannot be submitted until such confirmation is received.

3.5 On receipt of authorisation the Supplier will submit the file(s) to Bacs or Faster Payments as directed.

3.6 The Customer must ensure that any file(s) for Bureau Submission are sent to the Supplier at least one [1] hour before the end of the Customer's contracted support period, confirm receipt by the Supplier, and the Customer's nominated representative (and/or other contact staff as required) must be available for consultation during the entire submission process.

3.7 So long as the file(s) are confirmed as received by the Supplier no later than one [1] hour before the end of the Customer's contracted support period then, subject to clause 3.5 above and notwithstanding any submission cut-off times or service availability imposed by Bacs or Faster Payments, the Supplier will use reasonable endeavours to ensure that the file(s) are submitted that same day.



3.8 If the file(s) are unable to be submitted on the day of receipt, the Supplier will use reasonable endeavours to complete the submission on the next available input day.

4. DATA DELIVERY

4.1 File(s) must be sent to the Supplier in the format specified and agreed in the Sales Proposal and/or Order Form.

4.2 File(s) must be sent to the Supplier at least one [1] hour before the end of the Customer's contracted support period, confirmed by telephone and customer contact staff must be available for consultation during the process

4.3 The Bacs or Faster Payments Submission Summary confirming the status of the Submission will be sent to the Customer's representative by the Supplier upon completion of the Submission(s).

5. DATA VERIFICATION

5.1 Upon receipt of the submission details from the Supplier prior to Submission, the Customer's appointed representative must check that the number of records, the contents of all records, that all totals are correct, and send confirmation of authorisation for Submission to the Supplier.

5.2 File(s) cannot be submitted until confirmation is received indicating that the file(s) can be submitted.

5.3 The success of a Submission will depend on the quality of the data and format of the file(s); Supplier staff may not be able to rectify errors and in such cases, cannot guarantee acceptance of the file(s).

5.4 The Supplier is not liable or responsible for the accuracy of the content of any Customer supplied file(s) for Submission.

6. DATA LIMITS

6.1 It is the Customer's responsibility to ensure that the total value of payments does not exceed the limit negotiated with the Customer's Bacs sponsor. File limits are the responsibility of the Customer and should be managed through their sponsoring bank, including temporary limit increases and pre-authorisation of files which may be over the agreed limit.

6.2 Each submission can consist of up to five [5] separate files on a single day, or as specified on the Sales Proposal and/or Order Form.

7. CANCELLATION OF PAYMENTS

7.1 If the Customer communicates a request for the Supplier to cancel a submission that was submitted via the Bureau service, and where this request is confirmed as received by the Supplier in advance of the end of the Bacs Processing Day for the Submission in question, then the Supplier shall use reasonable endeavours to cancel the Submission as requested.

8. BACS REPORTS

8.1 If the Customer is unable to collect their reports directly from the Bacs Payment Services website, the Customer can instruct their Bank to permit the Supplier (acting as a Bacs Approved Bureau) to obtain the reports on their behalf.

8.2 Reports will be sent to the Customer's representative by the Supplier.



8.3 The Customer is responsible for dealing with any rejected or adjusted records identified in the Bacs reports.



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