DATA SHARING

The Terms set out below ('the Terms') govern the provision of any Client Data to Agilisys in connection with the development and enhancement of the Software. By providing Client Data, the Client is deemed to have accepted the Terms.

AGILISYS LIMITED of Scale Space, Imperial College White City Campus, 58 Wood Lane, London, W12 7RZ, Company No. 04327369 ("Agilisys**"**) and;

CLIENT – the entity providing Client Data to Agilisys in connection with the configuration of the Software (the "**Client**").

AGREED TERMS

1   INTERPRETATION

1.1   The following definitions apply in these Terms.

Client Data: all documents, records and information (on whatever media and wherever located) provided by the Client to Agilisys.

Commencement Date: the date when Client Data is first provided to Agilisys;

Intellectual Property Rights means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, database rights, rights in data, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.

Software: means the Agilisys EHCP tool.

Third Party Supplier means IntentPro, the owner of the Software who is developing and will support the Software.

2   ENGAGEMENT

2.1   These Terms will apply from the Commencement Date and govern the supply by the Client of samples of Client Data to enable Agilisys and its Third Party Supplier to configure the Software.

3   RIGHT TO SUPPLY

3.1   The Client warrants that it has the right and authority to supply the Client Data to Agilisys as envisaged and that such provision will not infringe or breach any third party rights.

4   FEES

4.1   The Parties wish to confirm that no fees are payable in respect of the supply of the Client Data.

5   CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

5.1   Agilisys shall not use or disclose to any third party (and shall use all reasonable endeavours to prevent the disclosure of) any information comprised within the Client Data. This restriction does not apply to:

5.1.1   access by Agilisys and the Third Party Supplier as necessary in connection with the configuration of the Software;

5.1.2   any other use or disclosure expressly authorised by the Client in writing or required by law; or

5.1.3   any information which is already in, or comes into, the public domain otherwise than through the unauthorised disclosure by Agilisys.

5.2   All Client Data shall be treated by Agilisys and the Third Party Supplier as Confidential Information belonging to the Client.

6   DATA PROTECTION

6.1   Before providing any Client Data to Agilisys or to the Third Party Supplier, the Client must fully anonymise the Client Data such that it will no longer qualify as 'Personal Data' for the purposes of data protection legislation. If the parties agree that the Client may provide Client Data which has not been so anonymised, Agilisys will promptly anonymise that Client Data in its possession. No non-anonymised version of the Client Data will be made available to the Third Party Supplier. Once Client Data has been anonymised, Agilisys will promptly and permanently delete any non-anonymised version.

6.2   In respect of any non-anonymised versions of the Client Data, both parties shall comply with the Schedule to these Terms and all relevant obligations under the General Data Protection Regulation and the Data Protection Act 2018 and associated codes of practice when processing Client Data.

7   INTELLECTUAL PROPERTY

7.1   Except as expressly stated in this clause, no Intellectual Property Rights of either party are transferred or licensed as a result of these Terms.

7.2   All Intellectual Property Rights in the Software shall belong to and remain the property of Agilisys or the Third Party Supplier.

7.3   The Client grants to Agilisys a non-exclusive, non-transferable and royalty-free licence to use and access the Client Data, and to permit the Third Party Supplier to use and access the same subject to the same restrictions under these Terms to the extent necessary to enable Agilisys

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(and the Third Party Supplier) to develop and enhance the Software.

8 LIABILITY

8.1 Neither Party excludes or limits its liability to the other Party to the extent that liability cannot be limited or excluded by law.

8.2 The aggregate liability of Agilisys howsoever arising under or in relation to these Terms (including as a result of negligence) shall be limited to £50,000 (fifty thousand pounds).

8.3 In no event will Agilisys be liable to the Client in respect of indirect or consequential loss or damage (whether caused by negligence or otherwise).

9 RETURN OF CLIENT DATA

9.1 Promptly upon request in writing from the Client, Agilisys shall irretrievably delete any copies of the Client Data (or any part of it) which is in its possession or under its control and which have not yet been anonymised (and require the Third Party Supplier to do likewise). Agilisys will provide written confirmation to the Client that this has been done.

9.2 Agilisys shall be under no obligation to delete or to cease using copies of Client Data which have been fully anonymised.

10 ENTIRE AGREEMENT

10.1 These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each party acknowledges that in providing Client Data it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms

11 GOVERNING LAW

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

12 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms (including non-contractual disputes or claims).

13 SUB-CONTRACTING

The Client acknowledges that development and support for the Software will be provided by the Third Party Supplier and their appointed developer, Blenheim Chalcot IT Services India Pvt Ltd ('BC India). Agilisys will procure that the Third Party Supplier and BC India complies with these Terms and shall be liable for their acts and omissions as if they were committed by Agilisys.

14 PASSTHROUGH SERVICES

The development and hosting of the Software are provided using cloud data storage services provided either directly or indirectly by Microsoft and / or Amazon Web Services. They have been chosen by Agilisys (and the Third Party Supplier) because they provide what are believed to be appropriate commitments regarding data security. Such cloud services are provided strictly subject to the information security measures and remedies set out by the applicable service providers. In respect of breaches by a cloud provider, Agilisys will only be liable, to pass through to the Client the benefit of any warranties, indemnities and other remedies provided by the provider under its contract. The limitations and exclusions of liability contained in the provider's contract shall apply as between Agilisys and the Client in respect of the cloud services. The provider's terms and conditions can be found at the following:

- AWS: https://aws.amazon.com/service-terms/
- Azure: https://azure.microsoft.com/en-gb/support/legal/

The provider's terms may be updated from time to time as published by the provider.

If the provider is in breach of its contract, Agilisys shall only be liable to pass to the Client any compensation or damages recovered from the provider to the extent that they relate to loss or damage suffered by the Client as a result of the provider's breach of contract. Agilisys shall take such steps as it considers reasonable to enforce any rights and remedies available to it. If the Client considers that additional steps should be taken, Agilisys shall facilitate the Client itself taking such steps at its own cost (including taking action in the name of Agilisys as necessary) provided that the Client agrees to indemnify Agilisys in respect of any liabilities that it may incur as a result.

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SCHEDULE: DATA PROTECTION

1. The following words and expressions have the same meanings as in the General Data Protection Regulation (EU) 2016/679 (the "GDPR") as supplemented and applied in the UK by the Data Protection Act 2018 ("Data Protection Law"): 'personal data', 'controller', 'processor', 'data subject', 'process' (and related words), and 'personal data breach'.

2. The Parties acknowledge that for the purposes of Data Protection Law, the Client is the controller and Agilisys is the processor. Any cloud service provider is an authorised sub-processor.

3. Agilisys shall, if applicable, provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may include:

   a) a systematic description of the envisaged processing operations and the purpose of the processing;

   b) the measures proposed to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data.

4. Agilisys shall, in relation to any non-anonymised Client Data processed in connection with its obligations under these Terms ensure that it has in place technical and organisational measures, which are appropriate to protect against a data breach having taken account of:

   i. the nature of the data to be protected;

   ii. the harm that might result from a data breach;

   iii. the state of technological development; and

   iv. the cost of implementing any measures.

   Agilisys shall ensure that:

   i. it takes all reasonable steps to ensure the reliability and integrity of any employees or other representatives who have access to the Client Data and:

   ii. such employees and representatives are aware of and comply with the duties under these Terms;

   iii. such employees and representatives are informed of the confidential nature of the Client Data and do not publish or disclose any of the Client Data to any third party unless directed in writing to do so by the Client or as otherwise permitted by these Terms; and

   iv. such employees and representatives have undergone appropriate training in the use, care, protection and handling of sensitive data; and

   v. it does not transfer or permit access to non-anonymised data from outside of the UK without getting prior express permission from the Client, having conducted an acceptable Transfer Risk Assessment and put in place an International Data Transfer Agreement or other approved method of ensuring adequate safeguards are in place as required by law.

5. Subject to paragraph 6, Agilisys shall notify the Client promptly if it:

   (a) receives a data subject access request (or what purports to be one);

   (b) receives a request to rectify, block or erase any data;

   (c) receives any other request, complaint or communication relating to either party's obligations under Data Protection Law;

   (d) receives any communication from the Information Commissioner in connection with personal data processed under these Terms; or

   (e) becomes aware of any loss of or unauthorised access to the Client Data.

6. Agilisys's obligation to notify under paragraph 5 shall include the provision of further information to the Client in phases, as details become available. Taking into account the nature of the processing, each party shall provide the other with full assistance in relation to the matter notified to the Client under paragraph 5 including by promptly providing:

   (a) full details and copies of any complaint, communication or request;

   (b) such assistance as is reasonably requested for the parties to comply with a data subject access request within the relevant timescales set out in Data Protection Law;

   (c) assistance as reasonably requested by the Client following loss of or unauthorised access to the Client Data;

   (d) assistance as requested by the Client with respect to any request from the Information Commissioner's Office relating to the Services.

7. Agilisys shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

8. Agilisys shall allow for audits of its processing activity by the Client or the Client's designated auditor.

9. Where Agilisys intends to appoint additional or replacement sub-processors or sub-sub-processors, the Client will be given a minimum of 30 days' notice of their identity and an opportunity to object.

10. The parties agree to take account of any guidance issued by the Information Commissioner's Office.

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