

DPOVault Terms and Conditions

1. **Interpretation**
 - 1.1 **The following definitions and rules of interpretation apply in these Conditions.**

Definitions:

Additional Fee: any fee payable by the Customer for each additional Authorised User to access DPOVault as set out in the Order.

Authorised Users: the number of users who are authorised by Palea to access DPOVault as set out in the Order.

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Scotland are open for business.

Commencement Date: the commencement date as set out in the Order.

Conditions: these terms and conditions as amended from time to time in accordance with Condition 11.5.

Contract: the contract between Palea and the Customer for the supply of DPOVault in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the person or firm who purchases DPOVault from Palea as set out in the Order.

Customer Data: the data uploaded by the Customer or on behalf of it to DPOVault.

Customer Default: has the meaning set out in Condition 4.2.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

DPOVault: the web application known as 'DPOVault' supplied by Palea to the Customer.

Fee: the fee payable by the Customer for the Authorised Users to access DPOVault as set out in the Order.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for DPOVault as set out in any order form provided by Palea which is accepted by the Customer.

Palea: Palea Systems Limited, a company registered under the Companies Acts (company number SC615503) and having its registered office at Kinburn Castle, Doubledykes Road, St Andrews KY16 9DR.

Palea Materials: has the meaning set out in Condition 4.1(f).

Service Levels: the service levels set out in the Schedule to these Conditions.

Support Manager: the support manager named in the Order.

Support Services: the support services outlined in the Schedule to these Conditions.

Term: the initial term of the Contract as set out in the Order.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
 - 1.2 **Interpretation:**
 - (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
 - (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - (c) A reference to **writing or written** includes email and other electronic communications which can be identified to persons at either party and which the recipient may reasonably assume to have been issued by an authorised person of that party.
 2. **Basis of contract**
 - 2.1 The Order constitutes an offer by the Customer to purchase DPOVault in accordance with these Conditions.
 - 2.2 The Contract shall come into existence on the Commencement Date.
 - 2.3 Any samples, drawings, descriptive matter or advertising issued by Palea, and any descriptions or illustrations contained in Palea's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of DPOVault described in them. They shall not form part of the Contract or have any contractual force.
 - 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
 - 2.5 Any quotation given by Palea shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
 3. **Supply of DPOVault**
 - 3.1 Palea will grant to the Customer a non-exclusive, non-transferrable, without the right to grant sub-licences, licence to permit the Authorised Users to use DPOVault during the Term for the Customer's internal business operations.
 - 3.2 The Customer may, from time to time during the term of the Agreement, purchase additional Authorised Users.
 - 3.3 Palea will use reasonable endeavours to make DPOVault available 24 hours a day, seven (7) days a week, except for: (a) planned maintenance (provided Palea has used reasonable endeavours to give the Customer at least 12 hours' notice in advance); and (b) emergency maintenance to DPOVault.
 - 3.4 Palea undertakes that DPOVault will conform substantially in accordance with any specification or marketing materials provided to the Customer. If DPOVault does not conform, Palea will use reasonable endeavours to correct such non-conformance promptly.
 - 3.5 Palea will, at no additional cost to the Customer, provide the Customer with the Support Services.
 - 3.6 Palea shall perform the Support Services with all reasonable care and skill and in accordance with the Service Levels.
 - 3.7 Palea shall appoint the Support Manager who shall be responsible for the co-ordination of all matters relating to DPOVault.
 - 3.8 The Customer may request for Palea to perform additional development work to DPOVault. Any such request should be submitted using Palea's change request form and may be subject to an additional fee (any such fee to be agreed between the Parties).
 - 3.9 Palea will back-up the Customer Data at a frequency of no more than once (1) per day.
 - 3.10 Palea reserves the right to amend the specification or marketing materials if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of DPOVault, and Palea shall notify the Customer in any such event.
 - 3.11 Palea does not warrant that the Customer's use of DPOVault will be uninterrupted or error-free or that DPOVault will meet the Customer's requirements.
 - 3.12 The Customer acknowledges that DPOVault may be subject to limitations, delays and other problems outside Palea's control which result from the transfer of data over communications networks and facilities (including the internet).
4. **Customer's obligations**
 - 4.1 The Customer shall:
 - (a) ensure that the terms of the Order and any information it provides are complete and accurate;
 - (b) co-operate with Palea in all matters relating to DPOVault;
 - (c) provide Palea, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Palea;
 - (d) provide Palea with such information and materials as Palea may reasonably require in order to supply DPOVault, and ensure that such information is complete and accurate in all material respects;
 - (e) prepare the Customer's equipment for the supply of DPOVault; and
 - (f) keep all materials, equipment, documents and other property of Palea (**Palea Materials**) at the Customer's premises in safe custody at its own risk, maintain Palea Materials in good condition until returned to Palea, and not dispose of or use Palea Materials other than in accordance with Palea's written instructions or authorisation.
 - 4.2 In relation to the Authorised Users, the Customer undertakes that:
 - (a) the maximum number of Authorised Users that it authorises to access and use DPOVault shall not exceed the number it has purchased from time to time;
 - (b) it will not allow DPOVault to be used by an individual who is not an Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use DPOVault;
 - (c) each Authorised User shall keep a secure password for his use of DPOVault and that each Authorised User shall keep his password confidential;
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Palea within 5 Business Days of the Palea's written request at any time or times;
 - (e) it shall permit Palea or Palea's designated auditor to audit the Customer's use of DPOVault. Each such audit may be conducted no more than once per quarter, at Palea's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - (f) if any of the audits referred to in Condition 4.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Palea's other rights, the Customer shall promptly disable such passwords and Palea shall not issue any new passwords to any such individual; and
 - (g) if any of the audits referred to in Condition 4.2(e) reveal that the Customer has underpaid the Fee to Palea, then without prejudice to Palea's other rights, the Customer shall pay to Palea the Additional Fee for each additional Authorised User within 20 Business Days of the date of the relevant audit.
 - 4.3 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of DPOVault that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property, and Palea reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this Condition.
 - 4.4 The Customer shall not:
 - (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of DPOVault in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of DPOVault; or
 - (iii) access all or any part of DPOVault in order to build a product or service which competes with DPOVault; or
 - (iv) use DPOVault to provide services to third parties, unless this has been permitted by Palea in writing; or
 - (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make DPOVault available to any third party except the Authorised Users, or

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- (vi) attempt to obtain, or assist third parties in obtaining, access to DPOVault.
- 4.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, DPOVault and, in the event of any such unauthorised access or use, promptly notify Palea.
- 4.6 If Palea's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- without limiting or affecting any other right or remedy available to it, Palea shall have the right to suspend the provision of DPOVault until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Palea's performance of any of its obligations;
 - Palea shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Palea's failure or delay to perform any of its obligations as set out in this Condition 4.6; and
 - the Customer shall reimburse Palea on written demand for any costs or losses sustained or incurred by Palea arising directly or indirectly from the Customer Default.
5. **Charges and payment**
- 5.1 The Customer will pay the Fee for the Authorised Users to access DPOVault.
- 5.2 The Customer will pay the Additional Fee in respect of each additional Authorised User.
- 5.3 Palea shall invoice the Customer for the Fee and any Additional Fee on the Commencement Date or such other date as they may agree in writing. Thereafter, Palea shall invoice the Customer for the Fee and any Additional Fee, monthly in advance, on the corresponding calendar date. If this date is not contained within the next calendar month, Palea shall issue the invoice on the next Business Day.
- 5.4 The Customer shall pay each invoice submitted by Palea:
- within 14 days of the date of the invoice; and
 - in full and in cleared funds to a bank account nominated in writing by Palea; and
 - time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Palea to the Customer, the Customer shall, on receipt of a valid VAT invoice from Palea, pay to Palea such additional amounts in respect of VAT as are chargeable on the supply of DPOVault at the same time as payment is due for the supply of DPOVault.
- 5.6 If the Customer fails to make a payment due to Palea under the Contract by the due date, then, without limiting Palea's remedies under Condition 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 5.6 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.8 Palea reserves the right to increase the Fee on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
6. **Intellectual property rights**
- 6.1 All Intellectual Property Rights in DPOVault (other than Intellectual Property Rights in the Customer Data) shall be owned by Palea.
- 6.2 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Condition 3.1.
- 6.3 The Customer will own all rights in the Customer Data. The Customer grants Palea a fully paid-up, non-exclusive, royalty-free, non-transferable licence to the Customer Data for the Term for the purpose of providing DPOVault to the Customer.
- 6.4 Palea may include the Customer's name and logo among its list of customers, provided such use has been approved by the Customer. Palea may also reference the Customer in promotional materials, produced at Palea's expense, including but not limited to: (a) press releases; (b) images; (c) interviews; and (d) published articles and reports.
7. **Data protection**
- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Condition 7, **Applicable Laws** means (for so long as and to the extent that they apply to Palea) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Palea is the processor.
- 7.3 Without prejudice to the generality of Condition 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Palea for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of Condition 7.1, Palea shall, in relation to any personal data processed in connection with the performance by Palea of its obligations under the Contract:
- process that personal data only on the documented written instructions of the Customer unless Palea is required by Applicable Laws to otherwise process that personal data. Where Palea is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Palea shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Palea from so notifying the Customer;
 - ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and DPOVault, ensuring that availability of and
- access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - the Customer or Palea has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - Palea complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - Palea complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - assist the Customer, at the Customer'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;
 - notify the Customer without undue delay on becoming aware of a personal data breach;
 - at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
 - maintain complete and accurate records and information to demonstrate its compliance with this Condition 7 and allow for audits by the Customer or the Customer's designated auditor and inform the Customer without undue delay if, in the opinion of Palea, an instruction infringes the Data Protection Legislation.
- 7.5 Palea shall not appoint any third party processor of Personal Data under the Contract without the Customer's prior written permission.
- 7.6 Either party may, at any time on not less than 30 days' notice, revise this Condition 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
8. **Limitation of liability**
- 8.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.2 Subject to Condition 8.1, each party's total liability to the other party shall not exceed the Fees paid in the 12 months preceding the claim. Each party's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 8.3 Palea has given commitments as to the compliance of DPOVault with the specification and marketing materials in Condition 3. In view of these commitments, the terms implied by sections 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 This Condition 8 shall survive termination of the Contract.
9. **Term and Termination**
- 9.1 The Contract will continue for the Term thereafter it will automatically renew for periods of 12 months (each a "**Renewal Term**"), unless either party submits notice of termination three (3) months before the expiry of the Term or any Renewal Term.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, Palea may terminate the Contract with immediate effect by giving written notice to the Customer if:
- the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - there is a change of control of the Customer.
- 9.4 Without affecting any other right or remedy available to it, Palea may suspend the supply of DPOVault under the Contract or any other contract between the Customer and Palea if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Condition 9.2(b) to Condition 9.2(d), or Palea reasonably believes that the Customer is about to become subject to any of them.
10. **Consequences of termination**
- 10.1 On termination of the Contract:
- the Customer shall immediately pay to Palea all of Palea's outstanding unpaid invoices and interest and, in respect of access to DPOVault granted but for which no invoice has been submitted, Palea shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - the Customer shall return all of Palea Materials which have not been fully paid for. If the Customer fails to do so, then Palea may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely

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- responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
11. **General**
- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 **Assignment and other dealings.**
- (a) Palea may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Palea.
- 11.3 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or Paleas of the other party, except as permitted by Condition 11.3(b).
- (b) Each party may disclose the other party's confidential information:
- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 11.3; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.4 **Entire agreement.**
- (a) The Contract constitutes 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.
- (b) Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.5 **Variation/Renewal.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is made in writing and is accepted by both parties (or their authorised representatives). For the purposes of these Conditions, **in writing** shall include all forms of electronic communication and acceptance shall be deemed where either party is in receipt of the proposed variation or renewal and it continues to contract for a period of 21 days without raising any objection in writing to the to the other party of the variation or renewal proposed.
- 11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.
- 11.8 **Notices.**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or if issued by electronic communication to the email address provided by either party to the other for the purposes of communication.
- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt; and
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with Scots law.
- 11.10 **Jurisdiction.** Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

THIS IS THE SCHEDULE REFERRED IN THE FOREGOING CONDITIONS BETWEEN PALEA SYSTEMS LIMITED AND THE CUSTOMER

Support Services and Service Levels

Palea will provide the Customer with the following Support Services during 9 am to 5 pm each Business Day:

Any requests for Support Services should be sent by email to support@paleasystems.com and should include the following information:

- Name of the Authorised User reporting the problem;
- Authorised User's telephone number;
- Full description of the problem;
- Full description of any error message;
- Screen shots (where appropriate);
- The priority of the problem (e.g. P1, P2 or P3) determined in accordance with the descriptions below; and
- Preferred resolution date/time.

Any problems reported to Palea will be prioritised and responded to in accordance with Service Levels as follows:

- **Priority 1:** DPOvault unavailable, all Authorised Users are affected and all functions are unavailable.
 - Target response time: One (1) Business Hour
 - Target resolution time: Eight (8) Business Hours
- **Priority 2:** Significant degradation of DPOvault, large number of users or functions affected.
 - Target response time: Eight (8) Business Hours
 - Target resolution time: 48 Business Hours
- **Priority 3:** Limited degradation of DPOvault causing minor inconvenience or disruption. Workarounds exist.
 - Target response time: 48 Business Hours
 - Target resolution time: 120 Business Hours