



Standard

Terms and Conditions

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1 Definitions

"Affiliates" means any company, which is owned or controlled, either directly or indirectly, by the client.

"Agreement" means the signed SaaS Order Form together with these online Terms and Conditions and all associated Schedules, as may be amended from time to time.

"Application(s)" means the selected hosted software application(s) provided by ILLY which shall be available to the Client, as set out in signed SaaS Order Form.

"Business Day" means any day other than a Saturday, Sunday, or official public bank holiday in England

"Business Hours" means 09:00 to 17:00 UK time on a Business Day.

"Commencement Date" means the date specified as the Commencement Date in the signed SaaS Order Form or, where no date is specified, the date on which the SaaS Order Form is executed by both Parties.

"Confidential Information" means any confidential information or any other information relating to the other Party's technology, technical processes, business affairs or finances or any such information relating to a subsidiary, supplier, customer or client of the other Party.

"Client Data" means any data belonging to the Client or to third parties and used by the Client under licence which is created using the Application(s) or otherwise stored in the Cloud Infrastructure in connection with the Agreement, including personal data or confidential information.

"Data" means any information or data provided by or on behalf of the Client, or used or accessed by or on behalf of ILLY in connection with the Agreement, including personal data or confidential information.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the ILLY under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

"Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended and the Data (Use and Access) Act (DUAA) 2025

"Exit Plan" means the plan set out in Schedule E governing how the Data held on the Software or Program is to be migrated or transferred to the Client or to a new provider on expiry or termination of the Agreement.

"Go Live" means processing of live data by the Client. The Go Live Date shall be the date on which the Client first processes live operational data using the SaaS Service, as evidenced by the SaaS Service's system records or otherwise confirmed in writing by the Parties.

"Hosting Fee" means the fee for the Hosting service as specified in the Subscription Schedule (Order Form).

"Hosting and Support Services" means the hosting and support services as set out in Schedule C of the Agreement.

"Initial Period" means the minimum committed subscription period specified in the Client's signed SaaS Order Form.

"Party" or "Parties" means the Client and ILLY.

"Personnel" means any officer, employee, agent, consultant, contractor, or authorized subcontractor engaged by a Party in connection with the performance of its obligations under this Agreement.

"Protective Measures" means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data; ensuring the confidentiality, integrity, availability and resilience of systems and services; ensuring that the availability of and access

to Personal Data can be restored in a timely manner following an incident; and regularly assessing and evaluating the effectiveness of such measures.

“Representative” means the key contact person for a party as notified to the other party in accordance with clause 27.1. and 27.2. as applicable who shall be responsible for that party in relation to all matters arising in connection with this Agreement and who shall be deemed to have full power and authority to make decisions relating to the day to day matters associated with this Agreement.

“Scheduled Downtime” means those times when ILLY notifies the Client of system unavailability (either due to routine maintenance, system upgrades or similar).

“Services” means the SaaS Service as described in the Client’s signed SaaS Order Form (or Subscription Schedule) and the Hosting and Support Services as described in Schedule C.

“Service Level Agreement” – SLA means the remote support and maintenance services provided to the Client as contained in Schedule C.

“SaaS Infrastructure” or **“Cloud Infrastructure”** means the hosting, servers, databases, software and communications infrastructure utilised by ILLY or its third-party cloud hosting partners to deliver access to the SaaS Service.

“SaaS Order Form” (or **“Order Form”**) means the front-end commercial order form, quotation document, or online sign-up page executed by or on behalf of both Parties, setting out the specific application modules, authorised User counts, commercial fees, Initial Period, and commercial parameters applicable to the Client’s subscription.

“SaaS Service” (or **“Service”**) means the standard cloud-accessible application(s) hosted and maintained by ILLY as detailed in the signed SaaS Order Form, including all subsequent updates, security patches, enhancements, or fixes deployed globally to the platform by ILLY; provided, however, that the SaaS Service is delivered strictly as a remote cloud service, and nothing in this Agreement shall be construed as granting the Client a right to receive or handle a copy of the underlying software in object code, source code, or any other executable format.

“Service Interruption” means a material failure of the SaaS Service to respond or function substantially in accordance with the standard online operational documentation provided by ILLY.

“Subscription” means the time-limited, non-exclusive right granted to the Client to access and use the SaaS Service remotely via the internet pursuant to Clause 18

“Subscription Fee” means the recurring fee payable by the Client for access to the SaaS Service, as specified in the signed SaaS Order Form.

“Subscription Schedule” means the accompanying signed SaaS Order Form confirming the application modules, named user counts, pricing, and specific commercial parameters applicable to the Client’s subscription.

“Term” means the period commencing on the Commencement Date and continuing until expiry or termination of this Agreement in accordance with its terms, including the Initial Subscription Period commencing on the Go Live Date and any subsequent renewal periods specified in the signed SaaS Order Form.

“UK GDPR” means Regulation (EU) 2016/679 General Data Protection Regulation as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

“Users” means the named employees or other authorised individuals of the Client who have been granted access to the Applications through the Cloud Infrastructure.

The terms, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4 of the UK GDPR

2 Background and Services

- 2.1 ILLY develops, maintains, and provides cloud-hosted access to the standard application software described herein in its capacity as a Software-as-a-Service (SaaS) provider.
- 2.2 The Client wishes to access the SaaS Service remotely via the internet from a remote location, subject to the recurring subscription fees and the terms and conditions set out within this Agreement.
- 2.3 The definitive commercial parameters of the Client's subscription—including the specific application modules, authorised named user counts, and core pricing parameters—shall be set out strictly within the Client's signed SaaS Order Form.
- 2.4 In the event of any conflict or inconsistency between the documents forming this Agreement, the following order of precedence shall apply:
- 2.4.1 the signed SaaS Order Form;
 - 2.4.2 the Data Processing Agreement, but only in relation to the processing and protection of Personal Data and to the extent required by applicable Data Protection Legislation;
 - 2.4.3 these Master Terms and Conditions; and
 - 2.4.4 the Schedules to these Master Terms and Conditions.

In all other respects, the documents shall be interpreted so far as possible as being consistent with one another.

3 Applicability and Law

- 3.1 These Terms shall apply to the Agreement between the Client and ILLY, subject to any amendments agreed in writing by both Parties, to the exclusion of any other terms or conditions which the Client may seek to impose or incorporate.
- 3.2 The governing law, jurisdiction and dispute resolution arrangements applicable to this Agreement shall be as set out in Clause 22 (Governing Law & Disputes).
- 3.3 All correspondence relating to this Agreement shall be in the English language.
- 3.4 A reference to any Act of Parliament or other legislative instrument shall include any amendment, consolidation, modification or re-enactment of it from time to time.

4 Termination and Cancellation

- 4.1 Either party may terminate the whole of this Agreement forthwith on giving notice in writing to the other party if:
- a) The other party commits any material breach of any term of this Agreement and (in case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the non-defaulting party so to do, to remedy the breach (such request to contain a warning of the non-defaulting party's intention to terminate);
 - b) Either party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if either party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order,

is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or shall cease to carry on business.

- 4.2 The duration of the Initial Period and any renewal periods, together with any applicable notice requirements for non-renewal or cancellation, shall be as specified in the Client's signed SaaS Order Form.
- 4.3 Any termination arising from an objection to an update or amendment to the SaaS Service or these Terms and Conditions shall be governed exclusively by Clause 30.6.
- 4.4 Except where expressly provided otherwise in this Agreement, including under Clauses 5.8.6 and 30.4, any fees or prepayments for Service Level Agreements, Subscriptions and Hosting paid by the Client to ILLY are non-refundable.

5 Payment

- 5.1 The Subscription Fees, SLA Fees, and Hosting Fees payable under this Agreement shall be charged at the rates specified in the Client's signed SaaS Order Form
- 5.2 All Subscription Fees, Hosting Fees, Service Level Agreement Fees, and any additional charges payable under this Agreement are exclusive of value added tax (VAT) and any other applicable statutory duties, which shall be paid by the Client at the rate and in the manner prescribed by law.
- 5.3 ILLY may increase the Subscription Fees and other recurring charges annually by the greater of:
 - a) The average percentage increase in Retail Price Index (RPI) over last twelve months; or
 - b) Five percent (5%),

Unless otherwise specified in the signed SaaS Order Form.

- 5.4 Unless otherwise expressly agreed in the applicable signed SaaS Order Form, all invoices issued by ILLY shall be payable by the Client within thirty (30) calendar days from the date of invoice. Payment shall be made in full, in cleared funds, without deduction, withholding or set-off, except where required by applicable law.
- 5.5 If any sum payable under this Agreement is not paid on the due date, then (without prejudice to ILLY's other rights and remedies) ILLY reserves the right:
 - a) to charge interest on such sum on a day-to-day basis (as well as before any judgement) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 8% above the base rate of Bank of England from time to time in force. Interest shall be paid on demand by ILLY provided always that before charging interest, ILLY shall notify the Client in writing of its intention to do so and allow a further seven days for payment; and/or
 - b) to suspend the provision of the Services in respect of which sums due and payable have not been paid during any period when any sums due under this Agreement are outstanding. Suspension of the SaaS Service under this Clause shall not relieve the Client of its obligation to pay any Fees due under the Agreement.
- 5.6 If the Client disputes any invoice, the Client shall notify ILLY in writing within 5 Business Days of receipt of the invoice stating the reason for the dispute. The Client shall pay the portion of the invoice not in dispute in accordance with clause 5.4. Any dispute over invoiced amounts that cannot be resolved within ten (10) Business Days after presentation of the invoice by direct negotiation between the parties shall be resolved in accordance with Clause 22 - Governing Law and Disputes.
- 5.7 Clause 5.5. shall not apply in respect of any non-payment by the due date which is pursuant to clause 5.6. save where it is later determined that the disputed invoice had been correctly submitted.

5.8 Additional Licences, Modules and Services

- 5.8.1 The Client may request additional named-user licences, application modules or other SaaS Services during the Term.

- 5.8.2 Any such additions shall be subject to ILLY's written agreement and shall be documented in a SaaS Contract Change Note (CCN), SaaS Order Form Amendment or other written variation agreed by both Parties, specifying the additional services, applicable charges and effective date.
- 5.8.3 Unless otherwise expressly agreed in writing, additional subscriptions shall be co-terminous with the Client's existing subscription and shall not extend or restart the Initial Subscription Period or any applicable renewal period.
- 5.8.4 Additional recurring charges shall be calculated on a pro-rata basis from the agreed effective date until the next annual billing date and shall be invoiced immediately following execution of the agreed amendment, payable in accordance with Clause 5.4. Thereafter, the revised annual recurring charges shall apply.
- 5.8.5 Any additional one-off implementation, configuration or consultancy charges shall be specified in the agreed amendment and invoiced in accordance with its terms.
- 5.8.6 Any reduction in named-user licence numbers, removal of application modules or reduction in subscribed services during the Term shall be subject to ILLY's prior written agreement and documented in a SaaS Contract Change Note (CCN) or SaaS Order Form Amendment.

Where a reduction in named-user licence numbers is agreed, ILLY shall issue a credit note for any prepaid recurring licence charges attributable to the reduced licences, calculated on a pro-rata basis from the agreed effective date of the reduction to the end of the current annual billing period. The revised licence charges shall apply from the next annual billing date.

No credit note, refund or reduction in committed charges shall automatically apply to the removal of application modules or other subscribed services unless expressly agreed in writing by ILLY.

- 5.8.7 Except as expressly amended by the applicable SaaS Contract Change Note, SaaS Order Form Amendment or other written variation, all other provisions of this Agreement shall remain unchanged and in full force and effect.

6 Force Majeure

- 6.1 Subject to Clause 6.3, no delay or failure in performance by either Party shall constitute a default under this Agreement or give rise to any claim for damages or loss, including anticipated profits, where such delay or failure is caused by Force Majeure. ILLY shall recommence performance as soon as reasonably practicable after the Force Majeure event has ceased.
- 6.2 "Force Majeure" means any event or circumstance beyond the reasonable control of the affected Party which that Party could not reasonably have prevented or avoided by the exercise of reasonable diligence, including, without limitation, acts of God; flood; unusually severe weather; fire; explosion or other catastrophe; epidemic or pandemic; war, hostilities or armed conflict; terrorist activity; civil unrest, rebellion, sabotage or riot; national or local emergency; acts or restrictions of government or other competent authority; and national or regional strikes or other industrial disputes.
- 6.3 If a Force Majeure event continues for a period exceeding three (3) months, either Party may terminate this Agreement by written notice to the other Party without further liability arising solely as a result of such termination.

7 Confidentiality

Confidentiality in the Software

- 7.1 Subject to clause 23, the Client undertakes to treat as confidential and keep secret all information contained or embodied in the Services, Software and ILLY Materials to be provided by ILLY to the Client under or pursuant to this Agreement together with all information conveyed to the Client by training excluding any information which is or comes into the public domain other than in breach of this Agreement and any information relating to the Materials in respect of which ownership has passed to the Client (hereinafter collectively referred to as "the Information").

- 7.2 The Client shall not without prior written consent of ILLY (such consent not to be unreasonably withheld or delayed) divulge any part of the Information to any person except:
- a) The Client's own employees or representatives and then only to those employees or representatives who need to know the same;
 - b) The Client's auditors, professional advisers, regulatory authorities, governmental authorities and any other person or body having a legal right, duty or obligation to receive such information, but only to the extent required by such right, duty or obligation.
- 7.3 The Client undertakes to ensure that the persons and bodies mentioned in paragraphs 7.2(a) and 7.2(b) are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to ILLY. The Client shall indemnify ILLY against any loss or damage which ILLY may sustain or incur as a result of the Client failing to comply with such undertaking.
- 7.4 The Client shall promptly notify ILLY if it becomes aware of any breach of confidence and shall give ILLY all reasonable assistance in connection with any proceedings, which ILLY may institute against such person for breach of confidence.

Mutual Confidentiality Obligations

- 7.5 The Parties agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person (other than those Personnel who have a reasonable need to know the same) or otherwise make use of the other Party's Confidential Information where knowledge or details of the Confidential Information were received prior to or during the Term of this Agreement and provided that this shall not apply to Confidential Information (or any part of it) which:
- 7.5.1 is in the public domain (otherwise than in breach of this Agreement); or
 - 7.5.2 was rightfully in the possession of the recipient prior to commencement of the negotiations leading to the execution of this Agreement; or
 - 7.5.3 is communicated or disclosed to a party by a third party lawfully in possession thereof and entitled so to disclose as required by law
- 7.6 Each of the parties agrees to take all reasonable steps to procure that its employees, agents and subcontractors comply with the provisions of clause 7.5.
- 7.7 Confidential Information shall remain the property of the disclosing party.
- 7.8 Upon termination of this Agreement for whatever reason each of the parties will, on receipt of a written request from the other, deliver up to the other all working papers or other material and copies containing Confidential Information provided to it pursuant to this Agreement.
- 7.9 The parties shall ensure that their employees, agents and subcontractors are aware of and comply with the confidentiality and non-disclosure provisions contained in this clause and the receiving party shall indemnify the disclosing party against any loss or damage, which the disclosing party may sustain or incur as a result of breach of confidence by any such persons.
- 7.10 ILLY agrees not to refer to the Client, or to the existence or subject matter of this Agreement, in any marketing or publicity material produced by or for ILLY (or other communications of similar nature) without the Client's prior written consent (such consent not to be unreasonably withheld or delayed).
- 7.11 Nothing in this Agreement shall prevent the Client from disclosing information relating to this Agreement where, and to the extent that, the Client is required to do so by applicable law, regulation or binding governmental requirement, including the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Where legally permitted and reasonably practicable, the Client shall consult with ILLY before making any such disclosure and shall take reasonable account of any representations made by ILLY regarding the application of any available exemption or the protection of ILLY's Confidential Information, commercially sensitive information, security information and Intellectual Property Rights.

Survival

7.12 The provisions of this clause 7 shall survive the expiration or termination of this Agreement.

8 Non Solicitation

8.1 During the Term and for a period of twelve (12) months following termination or expiry of this Agreement, neither Party shall, without the prior written consent of the other Party, directly solicit for employment or engagement any employee of the other Party who has been materially involved in the provision or receipt of the Services under this Agreement.

8.2 Clause 8.1 shall not prevent either Party from employing or engaging any person who responds independently to a general recruitment advertisement or who approaches that Party without having been directly solicited by it.

9 Intellectual Property Rights

9.1 All Intellectual Property Rights in the Software, SaaS Service and any ILLY Materials (including, without limitation, all enhancements, upgrades and modifications thereto) are and shall remain the property of ILLY. Upon expiry or termination of this Agreement, the Client shall cease all use of the SaaS Service and shall, on request, return or securely destroy any ILLY Materials in its possession or control.

9.2 The Client shall notify ILLY immediately if the Client becomes aware of any unauthorised use of the whole or part of the Software and ILLY Materials by any person.

9.3 Unless otherwise expressly agreed in writing, all Intellectual Property Rights in any materials, documentation, configurations, developments, works or other deliverables created by or on behalf of ILLY in connection with the Services shall remain the property of ILLY. To the extent necessary for the Client to receive and use the Services, ILLY grants the Client a non-exclusive, non-transferable right to use such materials during the Term for its internal business purposes.

9.4 Subject to the limitations and exclusions of liability set out in Clause 10, ILLY shall indemnify the Client against losses, costs, damages and expenses reasonably incurred by the Client arising from any third-party claim that the SaaS Service or ILLY Materials provided under this Agreement infringe the Intellectual Property Rights of that third party.

9.5 Subject to Clause 9.6, all Intellectual Property Rights subsisting in Client Data are and shall remain the property of the Client **or its relevant licensors**.

9.6 Certain Client Data may belong to third parties. In such cases, the Client warrants that all such Client Data is used with the consent of the relevant third party.

10 Limitation of Liability

10.1 Uncapped Liability: Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

10.2 Excluded Losses: Subject to Clause 10.1, neither the Client nor ILLY will be liable to the other for any of the following losses, whether arising in contract, tort (including negligence), or breach of statutory duty:

10.2.1 Loss of anticipated profits or expected future business;

10.2.2 Damage to reputation or goodwill;

10.2.3 Subject to Clauses 7, 9.4, and 28, any damages, costs, or expenses payable by the Client to any third party;

10.2.4 Loss of any order or contract; or

10.2.5 Any indirect or consequential loss of any kind.

10.3 Insurance: Notwithstanding any other provision of this Agreement, ILLY confirms that it has and will retain in force throughout the term of this Agreement public liability insurance with a reputable company for a sum of not less than £5,000,000.

10.4 Financial Cap on Liability: Subject to Clause 10.1 and 10.2, ILLY's total aggregate liability arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to one hundred per cent (100%) of the Total Ongoing Annual Charges paid or payable by the Client under the applicable signed SaaS Order Form during the twelve (12) months immediately preceding the event giving rise to the claim.

Where the event giving rise to the claim occurs within the first twelve (12) months following the Commencement Date, the liability cap shall be calculated by reference to the Total Ongoing Annual Charges specified in the signed SaaS Order Form for the first twelve (12) months of the Agreement.

For the purposes of this Clause, Total Ongoing Annual Charges shall include recurring SaaS subscription, Service Level Agreement (SLA) and hosting fees, but shall exclude one-off implementation, migration, consultancy, training, travel and other non-recurring charges.

11 Assignment

11.1 Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

11.2 ILLY may appoint subcontractors to perform any part of the Services, provided that ILLY shall remain responsible for the performance of its obligations under this Agreement. Where a subcontractor processes Personal Data on behalf of the Client, its appointment shall be subject to the applicable provisions of Clause 28 and the Data Processing Agreement.

12 Notices

12.1 Any demand, notice or communication shall be deemed to have been duly served:

- a) if delivered by hand, at the time the notice is left at the proper address for service, provided that if delivery occurs outside Business Hours, it shall be deemed received at the start of Business Hours on the next Business Day.
- b) If given or made by prepaid first class post at 9.00 a.m. on the second Business Day after being posted.
- c) if sent by email, at the time of transmission, provided that no automated notification of delivery failure is received by the sender, and provided further that if transmission occurs outside Business Hours, the notice shall be deemed received at the start of Business Hours on the next Business Day.

12.2 Any notice or communication under this Agreement shall be in writing and sent to the recipient at its registered office, email address specified in the signed SaaS Order Form, or such other postal or email address as that Party may notify to the other in writing from time to time.

13 Waiver

13.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under this Agreement shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege in any circumstances preclude any other or further exercise thereof of any other right, power or privilege.

13.2 Any waiver or breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach and shall in no way affect the other terms of the Agreement.

14 Headings

14.1 The headings to the clauses of this Agreement shall not affect the construction of this Agreement.

15 Severability

- 15.1 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

16 Joint and Several

- 16.1 Where a Party to this Agreement comprises more than one legal entity, the obligations and liabilities of those entities under this Agreement shall be joint and several.

17 Hosting Services

- 17.1 With effect from the Commencement date, ILLY will provide the Client on a non-exclusive basis for the duration of the Term of this Agreement and in accordance with the terms and conditions of this agreement Hosting and Support Services.
- 17.2 ILLY shall provide and maintain the Cloud Infrastructure necessary to provide access to the SaaS Service, either directly or through its third-party cloud hosting providers.
- 17.3 ILLY shall provide access to the SaaS Service through the Cloud Infrastructure in accordance with the service availability provisions and Service Levels set out in Schedule C.
- 17.4 ILLY shall maintain backup, data recovery and disaster recovery arrangements for the SaaS Service in accordance with Schedule C.
- 17.5 ILLY shall be responsible for all maintenance and upgrades to the Cloud Infrastructure, which may from time to time be required.
- 17.6 The Applications to which the Client shall have access are detailed in the signed SaaS Order Form.
- 17.7 ILLY Shall use reasonable endeavours to provide at least five (5) Business Days' prior notice of planned maintenance which is expected to materially affect the availability of the SaaS Service.
- This notice requirement shall not apply to corrective, emergency or security-related maintenance, or other maintenance which ILLY reasonably considers necessary to protect the SaaS Service or Cloud Infrastructure. In such circumstances, ILLY shall provide as much notice as is reasonably practicable.
- 17.8 Where maintenance will disrupt the Service, ILLY shall aim to complete all necessary work within the service levels detailed in Schedule C.
- 17.9 Whenever possible, ILLY shall provide a workaround solution to the Client to enable the Client's continued use of the Service or to enable use that is as close to normal as is possible under the prevailing circumstances.
- 17.10 ILLY will use all reasonable efforts to provide the Hosting and Support Services in accordance with the Service Levels detailed in Schedule C.
- 17.11 The Client is exclusively responsible for its use of the Service, including the conduct of individual Users and must ensure that all use is in accordance with this Agreement. The Client shall notify ILLY immediately of any breaches of this Agreement by any Users.
- 17.12 **Shared Security Responsibility Model:**
- (a) **ILLY Security OF the SaaS Service:** ILLY is responsible for securing the underlying SaaS Infrastructure, application codebase, database encryption, and hosting environment.
- (b) **Client Security IN the SaaS Service:** The Client remains exclusively responsible for maintaining the security of its local hardware, network connectivity, browser configurations, endpoint protection, and managing authorized User access credentials and permissions.

18 Grant of Subscription Access

18.1 ILLY hereby grants to the Client a non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS Service remotely during the Term, solely for the Client's internal business operations and the purposes expressly authorised under the signed SaaS Order Form, including access by any third-party partner organisations specifically identified and authorised therein, subject to the maximum number of authorised Users and applicable access permissions specified in the signed SaaS Order Form.

18.2 Subscription Restrictions and Special Conditions:

- a) Intellectual Property Ownership: ILLY shall retain ownership of all intellectual property rights, including copyright and all other rights of a like nature, in the SaaS Service, underlying software platform, platform materials, or any modifications and updates deployed globally to the platform.

18.3 Reverse Engineering Prohibited:

- a) The Client hereby undertakes that it shall not, and shall ensure that its authorized Users do not, alter, modify, adapt, or translate the whole or any part of the SaaS Service. The Client shall not decompile, disassemble, or reverse engineer the SaaS Service, or otherwise attempt to derive its underlying source code or operational logic.

18.4 Platform Security Protections:

- a) The Client shall not, and shall ensure that its authorised Users do not, use automated systems, bots, scripts, crawlers, scrapers or other unauthorised mechanisms to extract data, content or code from the SaaS Service or Cloud Infrastructure without ILLY's prior written approval.

For the avoidance of doubt, this restriction shall not prevent the Client from exporting its own Client Data using standard data export functionality expressly made available by ILLY through the SaaS Service, including the self-service export functionality described in Schedule E, provided such functionality is used in accordance with this Agreement and any applicable technical or security restrictions.

Nothing in this Clause authorises access to, or extraction of, ILLY's underlying source code, proprietary software, system infrastructure or other ILLY Materials.

18.5 Interference and Attacks:

- a) The Client shall not launch, execute, or facilitate any denial-of-service (DoS) or distributed denial-of-service (DDoS) attacks against the platform, nor attempt to bypass, probe, scan, or breach the security perimeters, user authentication controls, or rate-limiting thresholds of the host environment.

18.6 Commercial and Operational Boundaries:

- a) The Client shall not reproduce, redistribute, resell, sublicense or otherwise make the SaaS Service or Cloud Infrastructure available to any third party, including for the purpose of conducting the business of a third-party Application Service Provider, except to the extent expressly authorised for third-party partner organisations under the signed SaaS Order Form.

The Client shall ensure that all such authorised third-party access is limited to the purposes, user volumes and access permissions expressly agreed with ILLY. The Client shall remain responsible for the acts and omissions of its authorised third-party partner organisations and their Users in connection with their access to and use of the SaaS Service.

19 Equal Opportunities

19.1 ILLY shall comply with the Equality Act 2010 and all other applicable equality and anti-discrimination legislation in connection with the performance of its obligations under this Agreement.

- 19.2 ILLY shall take reasonable steps to ensure that its personnel engaged in the provision of the Services do not unlawfully discriminate against or harass the Client's personnel or members of the public in connection with the provision of the Services.

20 Health and Safety

- 20.1 Each Party shall comply with all applicable health and safety legislation in connection with the performance of its obligations under this Agreement.
- 20.2 Where ILLY personnel are required to attend the Client's premises in connection with the Services, the Client shall provide a safe working environment and shall notify ILLY of any relevant health and safety requirements, policies or risks applicable to those premises.

21 Statutory

- 21.1 ILLY shall comply with all applicable laws, statutes, regulations and other legally binding requirements in force from time to time in connection with the performance of its obligations under this Agreement.

22 Governing Law & Disputes

- 22.1 If any dispute arises out of this Agreement which cannot be amicably settled between the Parties then the Parties will attempt to settle such dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure current at the date of referral. Neither Party will commence any legal proceedings or (where applicable) arbitration in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.

Nothing in this Clause shall prevent either Party from seeking urgent interim or injunctive relief from a court of competent jurisdiction or from commencing proceedings where necessary to preserve a statutory limitation period.

- 22.2 This Agreement and any dispute or claim arising out of or in connection with it, including any non-contractual dispute or claim, shall be governed by and construed in accordance with the laws of England and Wales. Subject to Clause 22.1, the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

23 Freedom of Information

- 23.1 ILLY acknowledges that the Client may be subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR").
- 23.2 Where the Client receives a request under the FOIA or EIR relating to this Agreement or the Services, ILLY shall provide such reasonable assistance and information as the Client may reasonably require to enable the Client to respond to the request within the applicable statutory timescales.
- 23.3 The Client shall, where legally permitted and reasonably practicable, consult with ILLY before disclosing information relating to ILLY and shall take reasonable account of any representations made by ILLY regarding the application of any exemption or exception. The Client shall remain responsible for determining whether information is required to be disclosed under the FOIA or EIR.

24 Human Rights

- 24.1 ILLY shall comply with the Human Rights Act 1998 and all other applicable human rights legislation to the extent applicable to the performance of its obligations under this Agreement.

25 Business Ethics and Anti Corruption Regulations

- 25.1 ILLY warrants to the Client that all financial statements and invoices given to the Client under this or any other Agreement will properly reflect all activities and transactions made or undertaken by ILLY under this Agreement and that financial statements and invoices may be relied upon as being

accurate and complete in any further recording or reporting to the Client.

- 25.2 ILLY will notify the Client of any error in any statement, application or invoice and correct the same in writing, promptly upon discovery of such error.
- 25.3 ILLY shall at all times comply with the Bribery Act 2010 as amended from time to time.
- 25.4 Any material breach of Clause 25.3 shall entitle the Client to terminate this Agreement with immediate effect by giving written notice to ILLY, without prejudice to any other rights or remedies available to the Client under this Agreement or at law.

26 Exit Management

- 26.1 Upon expiry or termination of this Agreement, the Parties shall follow the exit management arrangements set out in Schedule E.
- 26.2 The Client shall be responsible for extracting its Client Data prior to the effective date of expiry or termination using the standard self-service export functionality available within the SaaS Service. Where the Client requests additional data extraction, migration assistance or technical cooperation from ILLY, including cooperation with an alternative service provider, such assistance shall be provided only where agreed in writing and shall be subject to the applicable charges and other requirements set out in Schedule E.

27 Contract Management

- 27.1 ILLY shall within 7 days of the Commencement Date notify the Client in writing the identity of and full contact details for its Representative. ILLY may change its Representative at any time upon written notice to the Client.
- 27.2 The Client will within 7 days of the Commencement Date notify ILLY in writing the identity of and full contact details for its Representative. The Client may change its Representative at any time upon written notice to ILLY.
- 27.3 Each party shall procure that its Representative shall be available for meetings with the other party's Representative at all reasonable times for the purpose of addressing issues arising in connection with the Services.

28 Data Protection

- 28.1 The Parties agree that, with respect to their rights and obligations under this Agreement and for the purposes of Data Protection Legislation, the Client is the Data Controller and ILLY is the Data Processor to the extent that ILLY processes Personal Data on behalf of the Client in providing the SaaS Service.

28.2 Government & Law Enforcement Access Requests

If ILLY receives a legally binding request, warrant, or subpoena from a government authority or law enforcement agency seeking access to Client Data:

(a) Redirect: ILLY shall use all reasonable legal efforts to direct the requesting authority to seek disclosure directly from the Client.

(b) Notice: ILLY shall notify the Client promptly in writing prior to any disclosure, unless explicitly prohibited by applicable law.

(c) Challenge: ILLY shall review the request and actively challenge any demand that is overbroad, unlawful, or conflicts with UK GDPR / Data Protection Legislation.

(d) Minimization: If compelled to disclose Client Data, ILLY shall provide only the minimum amount of data necessary to satisfy the legal obligation.

28.3 ILLY's Data Protection Obligations

ILLY shall:

- (a) Process Personal Data only on the documented instructions of the Client, including those set out in this Agreement and the Data Processing Agreement, unless otherwise required by applicable law. Any additional Client policies or instructions shall apply only to the extent that they have been provided to and expressly agreed in writing by ILLY and are consistent with the Services and applicable Data Protection Legislation. Where ILLY considers that an instruction infringes applicable Data Protection Legislation, it shall inform the Client without undue delay, unless prohibited by law.
- (b) Undertake processing of Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services, in accordance with the Client's documented instructions, or as required by applicable law.
- (c) Implement appropriate Protective Measures to protect Personal Data against any Data Loss Event in accordance with applicable Data Protection Legislation, taking into account the nature and sensitivity of the Personal Data, the risks to individuals, the state of technological development and the cost of implementing such measures.
- (d) Take reasonable steps to ensure the reliability of Personnel who have access to Personal Data, including carrying out appropriate security checks where necessary and lawful.
- (e) Ensure that Personnel who legitimately require access to Personal Data are informed of its confidential nature, are subject to appropriate confidentiality obligations and comply with the applicable data protection requirements.
- (f) Ensure that its Personnel do not disclose Personal Data to unauthorised third parties, except where authorised by the Client, permitted under the Data Processing Agreement or required by applicable law.
- (g) Notify the Client of any Personal Data Breach in accordance with Clause 28.5 and the Data Processing Agreement.
- (h) Provide reasonable assistance to the Client in relation to Data Subject requests, complaints and regulatory enquiries in accordance with the Data Processing Agreement and applicable Data Protection Legislation.
- (i) Upon written request, and ordinarily no more than once per calendar year, provide the Client with a copy of its most recent independent third-party information security assessment or certification, where available, including ISO/IEC 27001 certification or equivalent independent assurance documentation.

Such documentation shall ordinarily be used to demonstrate ILLY's compliance with its information security and data protection obligations under this Agreement.

Where additional verification is reasonably required under applicable Data Protection Legislation, ILLY shall make available such further information as is reasonably necessary to demonstrate compliance with its obligations as a Data Processor and shall permit and contribute to audits, including inspections, as required by Article 28(3)(h) of the UK GDPR.

Any such audit shall be subject to reasonable prior written notice, appropriate confidentiality and security safeguards, and arrangements designed to minimise disruption to ILLY's business operations and protect the confidentiality and security of other clients' data.

The Client shall not be entitled to unrestricted access to ILLY's systems, infrastructure or other clients' information. The Parties shall agree reasonable arrangements for any necessary audit or inspection, taking account of ILLY's existing independent security assessments and certifications.

- (j) Provide a written description of the technical and organisational measures employed by ILLY for processing Personal Data, where reasonably requested by the Client and subject to appropriate confidentiality and security safeguards.
- (k) Not transfer Personal Data outside the United Kingdom except in accordance with the Data Processing Agreement and applicable Data Protection Legislation.
- (l) Provide reasonable assistance to the Client following a Data Loss Event, taking into account the nature of the incident, the information available to ILLY and its obligations under the Data Processing Agreement.
- (m) At the written direction of the Client, return or securely delete Personal Data following expiry or termination of this Agreement in accordance with the data extraction and deletion arrangements set out in Schedule E and the Data Processing Agreement, subject to applicable Data Protection Legislation and any legal or regulatory retention requirements.

28.4 Compliance with Data Protection Legislation

ILLY shall comply with all applicable Data Protection Legislation in performing its obligations under this Agreement. Any liability arising from a breach of this Clause shall be subject to Clause 10 of this Agreement, except to the extent that such liability cannot lawfully be excluded or limited.

28.5 Personal Data Breach Notification

ILLY shall notify the Client without undue delay, and in any event no later than the next Business Day, upon becoming aware of a Personal Data Breach.

ILLY shall provide the Client with information reasonably available to it to enable the Client to assess the Personal Data Breach and comply with its notification obligations under applicable Data Protection Legislation. Where complete information is not immediately available, ILLY shall provide further information in phases as it becomes available.

28.6 Records of Processing

ILLY shall maintain records and information sufficient to demonstrate its compliance with its obligations under this Clause and applicable Data Protection Legislation.

28.7 Data Protection Impact Assessments

Taking into account the nature of the processing and the information available to ILLY, ILLY shall provide reasonable assistance to the Client in relation to Data Protection Impact Assessments and any associated consultation with the relevant supervisory authority, to the extent required by applicable Data Protection Legislation.

28.8 Processing Information

At the Client's reasonable request, ILLY shall assist the Client in documenting the processing activities undertaken on its behalf, including:

- a) The subject matter and duration of the processing;
- b) The nature and purposes of the processing;
- c) The types of Personal Data processed;
- d) The categories of Data Subjects; and
- e) The arrangements for the return and secure deletion of Personal Data, including Personal Data held in backup environments, following expiry or termination of the Services.

The details of the processing shall be as set out in the Data Processing Agreement and its applicable Schedules, as amended by agreement between the Parties.

28.9 Relationship with the Data Processing Agreement

The Parties acknowledge that the processing of Personal Data by ILLY on behalf of the Client shall be governed by the Data Processing Agreement entered into between the Parties, together with the applicable provisions of this Agreement.

In the event of any conflict or inconsistency between the Data Processing Agreement and these Terms and Conditions concerning the processing or protection of Personal Data, the Data Processing Agreement shall prevail to the extent specified in Clause 2.4.2.

29 Effects of Termination

29.1 Upon the termination of this Agreement for any reason:

- a) Any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- b) All Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- c) Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- d) Subject as provided in this Clause 29 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- e) Each Party shall immediately cease to use, either directly or indirectly, any Confidential Information of the other Party and shall, subject to any legal or regulatory retention requirements, return or securely destroy any documents in its possession or control which contain or record such Confidential Information.

29.2 Upon the effective date of expiry or termination of this Agreement, the Client and its Users shall immediately cease accessing or using the SaaS Service.

ILLY shall deactivate all operational user credentials, environment access tokens and API connections associated with the Client's subscription within twenty-four (24) hours following the effective date of expiry or termination.

For the avoidance of doubt, any delay in the technical deactivation of access shall not extend the Client's right to access or use the SaaS Service beyond the effective date of expiry or termination.

29.3 The extraction, migration, and subsequent permanent deletion of all Client Data remaining within the Cloud Infrastructure shall be governed strictly in accordance with the provisions set out in Schedule E (Standard SaaS Transition Plan)

30 Updates and Amendments to Online Terms

30.1 Security, Compliance and Operational Changes

Notwithstanding any other provision of this Agreement, ILLY may implement changes to the SaaS Service, Cloud Infrastructure, technical architecture, security controls, policies or operational procedures where ILLY reasonably considers such changes necessary to:

- (a) maintain or improve the security, integrity, resilience or availability of the SaaS Service;
- (b) address security vulnerabilities, threats, incidents or identified risks;
- (c) comply with applicable laws, regulations, regulatory requirements or recognised information security standards; or
- (d) maintain the security and compliance of the underlying Cloud Infrastructure or associated third-party services.

Such changes may be implemented without the Client's prior consent or approval and shall not be subject to the objection or termination provisions of this Clause 30 solely by reason of their implementation.

ILLY shall provide reasonable notice of any material impact on the SaaS Service where practicable, but shall not be required to delay implementation where ILLY reasonably determines that immediate action is necessary for security or compliance purposes.

30.2 Amendments to Online Terms

Subject to Clause 30.1, ILLY may update or amend these Terms and Conditions from time to time. ILLY shall provide the Client with not less than thirty (30) days' prior written notice of any material amendment to these Terms and Conditions. Such notice shall be given in accordance with Clause 12 (Notices).

30.3 Client Right to Object

Subject to Clause 30.1, where ILLY proposes an amendment to these Terms and Conditions which materially and adversely affects the Client's contractual rights or obligations, or an update to the SaaS Service which materially and adversely reduces its overall functionality or service levels, the Client may object by providing written notice to ILLY within fifteen (15) days of receiving notice of the proposed amendment or update.

30.4 Resolution of Objections

Upon receipt of a valid objection under Clause 30.3, the Parties shall negotiate in good faith to seek a mutually acceptable resolution.

Where the objection concerns a proposed amendment to these Terms and Conditions, the disputed amendment shall not take effect in respect of the Client while such negotiations are ongoing, unless otherwise agreed in writing by the Parties.

For the avoidance of doubt, the Client shall have no right under this Clause 30 to object to, suspend, prevent or require the reversal of any change implemented by ILLY pursuant to Clause 30.1.

30.5 Security and Compliance Exemption

Nothing in this Clause 30 shall prevent or delay ILLY from implementing updates, patches, fixes, security improvements, infrastructure changes or other technical modifications permitted under Clause 30.1.

Such changes shall not, solely by reason of their implementation, constitute a breach of this Agreement or give rise to a contractual right of objection or termination under this Clause 30.

30.6 Termination Following Unresolved Objection

Where the Parties are unable to resolve a valid objection under Clause 30.3 within thirty (30) days of ILLY receiving the objection, the Client may terminate this Agreement by giving written notice to ILLY.

Such termination shall be the Client's sole contractual remedy under this Clause 30 in respect of the disputed amendment or update, and ILLY shall refund any prepaid Subscription Fees attributable to the period following the effective date of termination, calculated on a pro-rata basis.

For the avoidance of doubt, this Clause 30.6 shall not apply to changes implemented pursuant to Clause 30.1.

30.7 Deemed Acceptance

Where the Client does not provide a written objection within the fifteen (15) day period specified in Clause 30.3, the Client shall be deemed to have accepted the notified amendment or update, which shall take effect on the date specified in ILLY's notice, subject to the minimum notice period in Clause 30.2 where applicable.

30.8 Preservation of Agreed Customer-Specific Terms

Nothing in this Clause 30 shall permit ILLY to amend any customer-specific commercial terms expressly agreed in a signed SaaS Order Form, SaaS Contract Change Note or other written variation, including agreed Subscription Fees, subscription periods or termination notice requirements, except by written agreement between the Parties.

This restriction shall not prevent ILLY from implementing changes permitted under Clause 30.1, subject always to applicable law and the Data Processing Agreement.

Schedule C - SaaS Hosting and Support - Service Level Agreement (SLA)

This Schedule defines the operational support boundaries, system availability, infrastructure demarcation, and incident response frameworks for the ILLY SaaS Service.

1. Service Availability and Maintenance

- 1.1 Service Availability undertakings and SLA response metrics apply strictly to the Client's live production environment. Non-production instances (including UAT, staging, or sandbox environments) are provided on a best-efforts basis, operate on restricted schedules, and are strictly excluded from SLA uptime commitments.
- 1.2 ILLY shall provide access to the Applications through the Cloud Infrastructure 24 hours a day, 7 days a week, 365 days a year.
- 1.3 Uninterrupted access undertakings are strictly subject to Scheduled Downtime as notified by ILLY from time to time.
- 1.4 ILLY shall use reasonable endeavours to provide the Client with at least five (5) Business Days' prior notice of planned maintenance which is expected to materially affect availability of the SaaS Service. This notice requirement shall not apply to emergency maintenance, security-related maintenance or other maintenance which ILLY reasonably considers necessary to protect the SaaS Service or SaaS Infrastructure, in which case ILLY shall provide as much notice as is reasonably practicable.
- 1.5 In the case of corrective or emergency security maintenance, ILLY shall use its best and reasonable endeavours to provide as much notice as possible, though advance notice may not always be possible.
- 1.6 Where maintenance will disrupt the Service, ILLY shall aim to complete all necessary work within the service levels and whenever possible provide a workaround solution to enable continued use.

2. Platform Backups and Disaster Recovery

- 2.1 ILLY shall perform periodic back-ups, provide routine and emergency data recovery, and manage the archiving process.
- 2.2 To ensure business continuity and disaster recovery resilience, ILLY will employ secure daily backups; within the LIVE environment:
 - a) Database transaction backups will be taken hourly.
 - b) Nightly backups will be taken and stored securely with Amazon AWS
- 2.3 In the event of an infrastructure data loss, ILLY shall provide recovery services to try to restore the most recent back-up to the production environment.

3 Disaster Recovery Commitments (RPO & RTO)

3.1 Recovery Point Objective

Definition: The maximum targeted timeframe of data loss in the event of a critical server failure or disaster.

Metric	Target / Rationale
RPO (Database Transactions)	Set to 1 hour based on the hourly transaction backups.
RPO (Full Application / Site Configurations)	Set to 24 hours / Nightly based on the nightly AWS backups.

3.2 Recovery Time Objective (Target RTO): 12 Hours

Definition: The targeted duration within which access to the SaaS Service is intended to be restored following an unrecoverable primary environment failure.

Commitment: ILLY targets the full restoration of core cloud application functionality and tenant data access as follows:

Application	Severity	Recovery Time Objective
Core CarePath Application	Critical	12 hours from DR event
Digital Tools (ChangeYourTomorrow, MyCarePath)	Tier 2 (High)	24 hours from DR event
Reporting Database	Tier 3 (standard)	48 hours from DR event

3.3 Incident response table

Severity Level	Definition	Target First Response	Target Progress Update	Target Resolution / Workaround
P1 – Critical	Total service outage or critical loss of core functions with no operational workaround.	Within 1 Hour (during Business Hours)	Every 2 Hours	Continuous best endeavours until access or workaround is restored.
P2 – Major	Impairment of key system functionality, but core business operations remain functional.	Within 4 Hours (during Business Hours)	Daily	Target within 5 Business Days .
P3 – Minor	Minor bug, cosmetic error, or general user guidance request; core operations unaffected.	Within 8 Hours (during Business Hours)	Weekly	Target inclusion in next scheduled platform update release.

For the purposes of calculating the Target First Response times specified above, time shall accrue only during Business Hours. Incidents reported outside Business Hours shall be deemed received at the commencement of the next Business Day for the purposes of calculating the applicable Target First Response time. These targets do not constitute a commitment to provide 24-hour technical support.

4 Core Support Hours and Ticketing Workflow

- Standard remote support and maintenance services are provided during Business Hours, being 09:00 to 17:00 UK time on Business Days, as defined in the Master Terms and Conditions.
- All incidents, service requests, and fault reports must be logged exclusively by the Client's designated Representative through the standard ILLY online support portal.
- Incident response and progress update targets are governed strictly by the following priority categories:

Scope of Remote Support (2nd Line Only):

ILLY provides 2nd line technical support and system maintenance only. The Client remains exclusively responsible for providing 1st line support (including initial end-user triage, password resets, basic user guidance, and local environmental troubleshooting) to its individual Users. ILLY shall only accept escalated technical tickets logged by the Client's Designated Business Support Contact.

5 Infrastructure Demarcation and Security Boundaries

- 5.1 ILLY shall be fully responsible for all maintenance, environment hosting, and upgrades to the Cloud Infrastructure, which may from time to time be required.
- 5.2 **Security Patching Protocol:** ILLY regularly scans and updates the SaaS Infrastructure. Critical security patches (as classified by standard Common Vulnerability Scoring System - CVSS ratings) will be applied as emergency maintenance without undue delay to protect system integrity.
- 5.3 Access to the Applications is only permitted through ILLY's Secure SSL website, via the Cloud Infrastructure.
- 5.4 Under no circumstances may the Client download, store, reproduce, or redistribute the Applications or any other part of the Cloud Infrastructure.
- 5.5 The Client is exclusively responsible for its use of the Service, the conduct of individual Users, and maintaining its own local hardware, network connectivity, and internet browsers to reach the public gateway. For the avoidance of doubt, this Clause does not restrict the Client from exporting Client Data using the functionality made available by ILLY in accordance with this Agreement.
- 5.6 Neither the Client, nor anyone on their behalf may attempt to correct any fault or make changes of any kind to the Applications or the Cloud Infrastructure.

Schedule E: Standard SaaS Transition Plan (Exit Management)

1. Purpose & Application

- 1.1 This Schedule E sets out the standard framework governing data extraction, migration assistance, and permanent data destruction upon expiry or termination of this Agreement pursuant to Clauses 26 and 29.

2. Pre-Termination Self- Service Data Extraction

- 2.1 The Client shall be responsible for performing any required exports or extractions of Client Data prior to the effective date of expiry or termination of this Agreement.
- 2.2 Standard self-service data export functionality within the SaaS Service, including standard CSV extractions, shall remain available to authorised Users at no additional fee until the effective date of expiry or termination.
- 2.3 The Client shall provide any instructions concerning the return or export of Personal Data sufficiently in advance of expiry or termination to enable such return or export to be completed before the effective date, in accordance with the Data Processing Agreement.
- 2.4 Subject to the Data Processing Agreement and applicable Data Protection Legislation, ILLY shall have no obligation to maintain, host or extract Client Data following the effective date of expiry or termination. All remaining Client Data shall be securely deleted in accordance with Clause 4.2 of this Schedule.

3. ILLY Technical Extraction & Migration Support (Billable Services)

- 3.1 If the Client requests or requires ILLY personnel to perform, script, format, assist with, or deliver any data extractions, non-standard formatting, or active technical collaboration with an incoming third-party vendor prior to termination, all such services shall be strictly out-of-scope. Any such assistance shall be subject to a separate Statement of Work and billed to the Client at the applicable professional consultancy rates specified in the signed SaaS Order Form or, where no applicable rates are specified, at the rates agreed in a separate written quotation or Statement of Work between the Parties.

ILLY shall have no obligation to perform manual data extraction or technical migration work unless such services are agreed in writing and paid in full prior to the effective date of termination. Scope exclusions apply to raw Client Data only and strictly exclude ILLY underlying source code, system schemas, application infrastructure logic, or ILLY Materials.

4. Immediate Access Deactivation & GDPR Permanent Data Purge Schedule

- 4.1 **Day 0 (Effective Expiry or Termination Date):** Operational user credentials, environment access tokens and API connections associated with the Client's subscription shall be deactivated within twenty-four (24) hours following the effective date of expiry or termination, in accordance with Clause 29.2.

4.2 Secure Deletion and Backup Retention

Upon expiry or termination of this Agreement, ILLY shall securely delete all Client Data held within its active production systems, backup environments and any associated copies held or managed by authorised subprocessors no later than the end of the next Business Day following the effective date of expiry or termination.

This obligation shall apply notwithstanding any backup retention periods or backup lifecycle arrangements that would otherwise apply during the Term.

The Client shall be responsible for completing any required extraction or export of Client Data before the effective date of expiry or termination, in accordance with Clauses 2 and 3 of this Schedule.

ILLY shall perform the deletion securely and in accordance with its documented information security and data disposal procedures.

Where retention of Client Data is strictly required by applicable law, such data shall remain subject to appropriate security and confidentiality measures and shall be securely deleted once the applicable legal retention obligation expires.

Upon written request, ILLY shall provide confirmation that the deletion has been completed.