



PRIMARYTECH

TERMS & CONDITIONS

IT As A SERVICE - EDUCATION CUSTOMERS

EFFECTIVE DATE

August 2026

SUPPLIER

- (1) **PRIMARY TECHNOLOGIES LIMITED** is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Studio 210, Monocle, 184 Ferensway, Hull, HU1 3UT (**Supplier**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply. Definitions:

Acceptable Use Policy: an acceptable use policy prepared in accordance with good industry practice (being a policy suitable for the provision of a network to the sorts of users envisaged to use the network and suitably and adequately addressing all of the risks and issues typically addressed by such a policy).

Access Codes: any access number, password or code that may be allocated from time to time by the Supplier to allow access to the System.

Agreement: the terms and conditions of this ITaaS document, together with the Quote and the Schedules.

Commencement Date: the date specified in the Quote or, if no date is specified, the date the Service first becomes active.

Contractual Term: the initial period of not less than 36 months from the Commencement Date, together with any subsequent rolling periods under condition 12.

Customer Contacts: the individual(s) named in the Quote as the Customer's principal points of contact, who the Customer confirms are duly authorised to act on its behalf.

Deliverables: all products and materials developed or installed by the Supplier to the System and Services in any media, including, without limitation, computer programs, group policies, scripts, data, diagrams, remote management software, reports and specifications (including drafts).

Equipment: the items of hardware used by the Customer.

Fair Usage: the inclusive annual onsite and remote support hours allocated to the Customer as detailed in Schedule 2.

Finance Provider: any finance house or funder through which the Supplier finances hardware, equipment, or other elements of the ITaaS solution.

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

IT as a Service (ITaaS): a solution combining hardware, software and services into a monthly, quarterly or annual subscription fee.

Location: the place or places where the System is installed.

Minimum Commitment: the minimum monthly, quarterly, or annual charge and the quantities stated in the Customer's Quote, which cannot be reduced during the Contractual Term.

Network Infrastructure: the modems, routers, firewalls, switches, circuits and other telecommunications hardware and software, as may be modified, added to or replaced during the Contractual Term.

Normal Service Hours: the service hours specified in Schedule 1.

Operating Systems: the primary computer program necessary to run a technology system.

Pooled Storage: the total sum of available storage available to the Customer.

Procurement Service: a service under which the Supplier brokers the sale between the Customer and a third-party supplier.

Product: hardware or software the Customer utilises as part of the ITaaS solution.

Quote: the proposal or formal price from the Supplier to the Customer, which incorporates these terms and conditions.

Services: the Services provided by the Supplier as identified in the Quote and specified in Schedule 1.

Service Charge: the charge for the Services.

Service Term: the period between the Commencement Date and the last day of service.

Software Programs: the software programs installed on the Customer's operating systems, including all documentation relating to them and any modifications, enhancements, adaptations, or other alterations that may be made to such programs.

Supplier Notification Procedure: the methods of accessing support published on the Supplier's website, including telephone, customer portal, and live chat support.

System: the hardware and software supported as part of the Supplier's Services.

Third-Party Agreements: any external agreement between the Customer and a third party regarding information technology, communications or any other applicable technology, such as internet supply and printer supply.

Third-Party Licensed Programs / Third-Party Software: the software programs licensed to the Customer, including all documentation relating to them and any modifications, enhancements, adaptations or other alterations that may be made to such programs.

Working Day: as outlined in Schedule 1.

VAT: value-added tax chargeable under English law for the time being, and any similar additional tax.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the terms and conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to writing or written includes emails.

1.9 References to clauses and Schedules are to the clauses of and Schedules to these terms and conditions, and references to paragraphs are to paragraphs of the relevant Schedule. The Schedules form part of the terms.

1.10 The terms and conditions shall be deemed to have commenced on the Commencement Date.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

(a) apply to and be incorporated in the Agreement;

(b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing; and

(c) apply to all ITaaS solutions provided by the Supplier to education customers.

2.2 If the Customer does not wish to be bound by these conditions, the Customer should not order or accept the performance of the Services.

2.3 No addition to, variation of, exclusion or attempted exclusion of any term of these terms and conditions shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

2.4 Specific Service or Product terms and conditions shall apply as listed in Schedule 1.

3. EFFECT OF PURCHASE ORDER

- 3.1 The Customer's purchase order or signed order sent to the Supplier constitutes an offer by the Customer to purchase the Supplier's Services. Once the Supplier has accepted an order from the Customer, the Customer shall not be entitled to cancel that order other than in accordance with this Agreement.
- 3.2 The acknowledgement of the purchase order by the Supplier, or the Supplier's commencement of work in providing the Services or execution of work under the purchase order, shall establish a contract for the supply of those Services and, accordingly, the purchase of the same by the Customer.
- 3.3 The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in its purchase order shall not govern the Agreement.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Services specified in the Customer's Quote.
- 4.2 The Supplier shall use reasonable endeavours to meet any performance levels and performance dates agreed with the Customer, but any such levels or dates are estimates only, and time shall not be of the essence in respect of them.
- 4.3 The Supplier shall appoint the Supplier's Contact, who shall have the authority to contractually bind the Supplier on all matters relating to the Services. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Contact throughout the Contractual Term, but may replace them from time to time where reasonably necessary in the interests of the Supplier's business.
- 4.4 The Supplier shall ensure that the Services are performed with reasonable care and skill by persons possessing suitable and appropriate skills and experience.
- 4.5 The Supplier shall have no obligation to perform any service not expressly agreed upon.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:

- (a) provide the Supplier with full and sole access to all matters relating to the Services;
- (b) cooperate with the Supplier in all matters relating to the Services and appoint the Customer Contacts, who shall have the authority to contractually bind the Customer on matters relating to the Services;
- (c) provide promptly such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
- (d) provide promptly such information as the Supplier may request, and ensure that such information is accurate in all material respects;
- (e) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;
- (f) notify the Supplier promptly when considering or entering into any new or amended Third-Party Agreements;
- (g) provide the Supplier with remote access; all internet costs shall be entirely the responsibility of the Customer;
- (h) make prompt payment for the Services provided by the Supplier within 30 days of the invoice date;
- (i) pay for any additional services requested and provided by the Supplier;
- (j) ensure the Customer Contacts meet with the Supplier in person or via video call at least three times annually;
- (k) implement the Supplier's recommendations to meet the Customer's obligations in condition 5.6, within twenty-one (21) days of notification from the Supplier;
- (l) ensure that the Customer is contactable during the Supplier's Normal Service Hours; and
- (m) Third-Party Software Management: be solely responsible for maintaining valid licences, support contracts, and a direct relationship with the vendors of all third-party software, including but not limited to its Management

Information System (MIS) and finance software.

- 5.2 If the Supplier's performance of its obligations is prevented or delayed by any act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay the Supplier all reasonable costs, charges incurred or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit, loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere). The Supplier will confirm all such costs, charges, and losses with the Customer in writing.
- 5.3 Non-Solicitation and Non-Engagement. The Customer agrees that, during this Agreement and for a period of twelve (12) months after its termination, it shall not, directly or indirectly:
- (a) solicit, entice, or attempt to employ any person who is or has been an employee or subcontractor of the Supplier involved in the provision of the Services; or
 - (b) engage, either as an employee, contractor, consultant or otherwise, any such person to provide services that are the same as or substantially similar to the Services.
- 5.4 The Customer acknowledges that the Supplier will suffer significant loss and damage if the Customer breaches condition 5.3. Accordingly, the Customer agrees that in the event of any such breach, it shall pay to the Supplier, by way of liquidated damages, a sum equivalent to 100% of the gross annual remuneration (including salary, benefits, and any bonuses) of the employee or subcontractor who was solicited or engaged. The parties agree that this sum is proportionate to the Supplier's legitimate interest in protecting its investment in the recruitment, training, and retention of its staff, and reflects the costs of recruitment, backfill, and business disruption the Supplier would incur. The Customer warrants that it has taken, or has been given the opportunity to take, independent legal advice on this clause.
- 5.5 The Customer shall inform the Supplier immediately in writing of any change in the identity of the Customer Contacts at any time during the Service Term. The Supplier shall not be liable for any default to the extent that the Customer has failed to notify the Supplier, in writing, of any change in the Customer Contacts.
- 5.6 Until the Services are terminated, the Customer shall:
- (a) Acceptable Use Policy: implement and enforce an Acceptable Use Policy for all systems related to the Supplier's Services, and indemnify the Supplier for all loss, costs, and expenses (including reasonable legal fees) arising out of or in connection with any failure by the Customer or its users to comply with the Acceptable Use Policy;
 - (b) Hardware maintenance: procure and continuously maintain a suitable maintenance or warranty agreement in respect of the hardware systems relating to the Services delivered by the Supplier with the relevant manufacturer, supplier or suitable reputable third party;
 - (c) ensure all hardware meets the requirements for the installed Operating Systems and third-party Software Programs, and is in complete working condition;
 - (d) Hardware and Software Lifecycle Management: ensure all hardware and software provided under this Agreement remains under a valid manufacturer support agreement. The Supplier shall have no obligation to support any hardware or software designated as End-of-Life (EOL). If the Customer continues to use EOL hardware or software against the Supplier's recommendation, the Supplier shall not be liable for any resulting issues, including security breaches;
 - (e) Operation of the System: ensure that proper environmental conditions are maintained in respect of the System, and maintain in good condition the accommodation of the System and

the electricity connection and supply to it;

- (f) not make any modification to the System without the Supplier's prior consent, and not use in conjunction with the System any accessory, attachment or additional equipment other than that which has received the prior approval of the Supplier;
- (g) Software licences: procure from the Supplier adequate licences entitling the Customer to use the Third-Party Licensed Programs, and ensure that the provision by the Supplier of the Services shall not breach any of the terms or conditions of any such licences, including Microsoft, Google and Apple purchasing agreements;
- (h) grant the Supplier a non-exclusive licence to use any of the Customer's programs or licences to enable the Supplier to provide the Services;
- (i) System backup, anti-virus, and MDM: procure adequate system backup software, anti-virus software, and MDM software from the Supplier;
- (j) Operating systems and core applications: ensure all software operating systems and client systems have valid life cycle support and updates from the relevant software vendor, including but not limited to Microsoft, Google, and Apple;
- (k) Reporting problems: make all reasonable attempts and take all reasonable steps necessary to solve minor issues (including paper jams, ink changes, and loose cables) before contacting the Supplier with a request for assistance; save as aforesaid, not attempt to adjust, repair or maintain the System, nor request, permit or authorise anyone other than the Supplier to carry out any adjustments, repairs or maintenance of the System without the Supplier's prior consent;
- (l) promptly notify the Supplier if the Services are required or the System is not operating correctly; ensure individual users report all problems directly to the Supplier and provide

all direct contact information, including email and direct telephone numbers, for the contact reporting the problem; and promptly respond to all correspondence from the Supplier relating to the problem;

- (m) Cooperation: provide the Supplier and its subcontractors with full and safe access to the Location and the System, provided such persons are suitably checked and authorised to work at the Location; provide adequate working space at the Location; ensure that, in the interests of health and safety, appropriate arrangements are in place when the Supplier's employees, agents, and subcontractors are present at the Location; make available such programs, operating manuals and information as may be necessary to enable the Supplier to perform its obligations, and, if requested, provide staff familiar with the System to cooperate fully with the Supplier; keep a contemporaneous record of error messages in a form approved by the Supplier and allow the Supplier to inspect the record at all reasonable times; provide such telecommunication facilities as are reasonably required by the Supplier; and, without prejudice to any of the above, provide such cooperation as the Supplier shall reasonably require to enable it to perform its obligations; and
- (n) Spare parts: purchase spare parts, spare end-user equipment and consumable items. The Supplier shall not be liable for any delay in performing its obligations if spare parts, spare devices or consumable items are unavailable (other than due to the Supplier's fault).

5.7 Right to Suspend for Material Non-Cooperation. If the Customer commits a material breach of its obligations under this clause 5 and fails to remedy such breach within fourteen (14) days of receiving written notice from the Supplier, the Supplier reserves the right to suspend the provision of the Services without penalty until the breach is remedied. The Customer shall remain

liable for all Service Charges during any period of suspension.

6. FAIR USAGE

6.1 The Customer has unlimited usage of the Service; however, if the volume of support is significantly greater than the Fair Usage set out in Schedule 2, the Supplier is entitled to:

- (a) arrange a price discussion with the Customer;
- (b) limit Service usage; or
- (c) issue additional charges as set out in condition 9.

6.2 If, in the Supplier's opinion, usage in excess of Fair Usage relates to a lack of training, the Supplier will bring this to the Customer's attention, and the Customer must address any training issues without delay.

7. CHANGE CONTROL

7.1 The Customer Contacts and the Supplier's Contact shall meet as outlined in condition 5.1(j) and as necessary to discuss matters relating to the Services. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

7.2 If either party requests a change to the scope or execution of the Services or any part of the Service or the Schedules, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of: (a) the likely time required to implement the change; (b) any variations to the Supplier's charges or Service Charge arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact of the change on the terms.

7.3 If the Customer requests that the Supplier repair, advise, or in any way deal with any systems or software relating to Third-Party Agreements, strategic changes, or items not directly procured through the Supplier, the Supplier is entitled to: (a) refuse to undertake such work; (b) refer it directly to the relevant third party; (c) charge the Customer additional fees for undertaking the work not covered by the Service, as set out in Schedule 2 or under these terms; or (d) charge for any remedial works, as set out in Schedule 2 or under these terms.

7.4 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent.

7.5 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Services, and any other relevant terms of this Agreement to account for the change.

7.6 The Supplier shall be entitled to charge the Customer for additional work undertaken to remedy an issue, in addition to the Service Charge.

8. STRATEGIC CHANGE

8.1 The Customer must notify the Supplier before making any strategic changes to any systems relating to the Supplier's Services. The Supplier considers strategic changes to be changes that significantly alter the Supplier's delivery of the Services, such as: (a) changes to the topology and infrastructure of the network; and (b) changes to third-party agreements affecting the delivery of the Supplier's Services.

9. CHARGES AND PAYMENT

9.1 Where additional services are provided:

- (a) the charges payable for the Services shall be calculated by reference to the hourly charges listed in Schedule 2, as amended from time to time;
- (b) charges payable for the Services are subject to a 12-month review by the Supplier, with the latest charges listed in the newest version of the terms and conditions document;
- (c) the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
- (d) the Supplier shall be entitled to charge an overtime rate of an additional 50% of the standard rate for part days and for time worked by team members outside Normal Service Hours;

- (e) the Supplier shall ensure that all team members complete timesheets recording time spent on the Services, and shall use such timesheets to calculate the charges; and
 - (f) the Supplier shall invoice the Customer in advance for its charges for time, expenses and materials (together with VAT where appropriate) as outlined in Schedule 2.
- 9.2 Where the Services are provided for a fixed price, the total cost shall be set out in the relevant Quote and shall be paid periodically in advance. All amounts due under this Agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.3 Any fixed price excludes, at the discretion of the Supplier: (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the Services, and the cost of any materials or services reasonably and appropriately provided by third parties required by the Supplier, which shall be invoiced by the Supplier at cost; and (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 9.4 Unless otherwise agreed, the Customer shall pay all invoices via the Supplier's direct debit system. Each invoice submitted by the Supplier must be paid in full and in cleared funds within 30 days of receipt.
- 9.5 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date, the Supplier may: (a) charge interest on such sums from the due date for payment at the annual rate of 8% above the Bank of England base rate, accruing daily and being compounded quarterly until payment is made, whether before or after any judgment; (b) suspend all Services until payment has been made in full; and (c) immediately invoice for all sums payable to the Supplier under the Agreement.
- 9.6 Time for payment by the Customer shall be of the essence.
- 9.7 All payments payable to the Supplier under the Agreement shall become due immediately on termination of the Agreement, despite any other provision. This condition is without prejudice to any right to claim interest under the law or under the Agreement.
- 9.8 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 9.9 The Supplier reserves the right to increase any additional charges, other than the fees for the Services, at any time.
- 9.10 It shall be the sole responsibility of the Customer to monitor and manage its usage of the Services at all times.
- 9.11 Where payment for Services is made by a third party, such as a holding company, group company, or procurement framework, the Customer shall remain responsible for the terms relating to payments and charges.
- 9.12 Out-of-Hours and Holiday Period Work. Any support or services requested by the Customer and performed outside of the Normal Service Hours, including during school holiday periods unless part of a pre-agreed project, shall be deemed an additional service and will be charged at the Supplier's standard overtime rates as detailed in Schedule 2.
- 10. PRICE ADJUSTMENT**
- 10.1 Annual Price Adjustment. The Service Charges shall be reviewed and increased on each anniversary of the Commencement Date by the greater of: (a) the percentage increase in the UK Consumer Prices Index (CPI) published for the twelve months preceding the review; or (b) three per cent (3%). The Supplier reserves the right to propose additional price increases of up to 8% above this inflationary adjustment, subject to thirty (30) days' prior written notice.
- 10.2 Rolling-Term Uplift. The Service Charges reflect a discount applied in consideration of the Customer's 36-month commitment, as shown on the Quote. If the Agreement continues into a rolling twelve (12) month period under condition 12.1, an uplift of 25% shall apply to the Services listed in condition 34.3(a) for the initial and each subsequent rolling twelve (12) month

period, reflecting the loss of that discount. The Supplier shall state this uplift clearly on the Quote.

11. MAINTENANCE AND CHANGES TO THE PRODUCTS

11.1 The Supplier may change the Products or Product descriptions included in the ITaaS solution in Schedule 1 from time to time to reflect changes made by the relevant vendor or improvements to the solution, provided that the changes do not materially reduce the overall Services.

11.2 The Supplier may suspend the availability of any Product in order to perform maintenance or other updating work, giving the Customer reasonable notice where practicable. In an emergency, the Supplier may suspend availability without notice.

11.3 The Supplier shall not be liable for any unavailability of any Product during any such period.

11.4 Supplier-Provided Equipment. All hardware and equipment provided by the Supplier as part of the ITaaS solution ("Supplier Equipment") shall at all times remain the exclusive property of the Supplier or its Finance Provider. The Customer is granted a right to use the Supplier Equipment for the duration of the Contractual Term only. Upon termination of the Agreement for any reason, the Customer shall, at its own cost, return all Supplier Equipment to the Supplier in good working order (fair wear and tear excepted) within fourteen (14) days. If the Customer fails to return the Supplier Equipment or returns it in a damaged condition, the Supplier shall be entitled to invoice the Customer for the full replacement cost of such equipment.

12. DURATION

12.1 This Agreement shall commence on the Commencement Date. It shall last for a minimum term of 36 months and shall continue for subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the other provisions for termination set out in this Agreement).

12.2 Specific Product terms may apply as set out in Schedule 1.

12.3 Additions during the Contractual Term. Additional users, devices, licences, or

quantities added to an existing Service during the Contractual Term shall be co-terminous with the existing Contractual Term and shall increase the Minimum Commitment from the date they are added; they do not extend the Contractual Term. Genuinely new Services added during the Contractual Term shall have the minimum term stated in the Quote for those Services. The parties may agree, on a new Quote, to re-commit the Agreement to a new or extended Contractual Term in consideration of discounted pricing.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Supplier shall own all Intellectual Property Rights in materials created by or on behalf of the Supplier. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to the extent necessary to enable the Customer to make reasonable use of the Services as envisaged by the parties. If the Supplier terminates the Agreement under condition 19, this licence will automatically terminate, and the Customer shall immediately cease all use of the Intellectual Property Rights and shall return, or permit the Supplier to remove, all materials embodying them.

13.2 The Customer acknowledges that the Customer's use of rights in pre-existing materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

13.3 In the event of termination, the Customer will cooperate fully with the Supplier to enable the prompt removal and retention (by the Supplier) of all materials embodying the Supplier's Intellectual Property Rights from the System and Equipment at the Location.

14. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

14.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are confidential and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's

business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know it to discharge the Customer's obligations to the Supplier, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

- 14.2 All materials, system configurations, training materials, deliverables, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in reasonable condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

15. INDEMNITY

- 15.1 The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Services to the Customer in accordance with this Agreement infringes that other person's intellectual property rights.

16. LIMITATION OF LIABILITY

- 16.1 The following provisions set out the entire financial liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- (a) any breach of the Agreement, howsoever arising;
- (b) any use made by the Customer of the Services, the Deliverables, or any part of them;
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Agreement;

(d) any failure by the Customer to use the software as recommended by the Supplier; and

(e) any failure by the Customer to provide its users with the relevant training to use the systems.

- 16.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

- 16.3 Nothing in these conditions excludes the liability of the Supplier: (a) for death or personal injury caused by the Supplier's negligence; or (b) for fraud or fraudulent misrepresentation.

- 16.4 Subject to condition 16.2 and condition 16.3:

(a) the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise, for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract(s); loss of use; loss or corruption of data or information; service outage; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) the Supplier's total aggregate liability to the Customer arising in connection with the performance or contemplated performance of the Agreement shall be limited to 100% of the total charges paid or payable by the Customer under this Agreement in the twelve (12) month period immediately preceding the date on which the claim arose.

- 16.5 Failure to Implement Recommendations. The Supplier shall not be liable for any losses, damages, costs, or expenses incurred by the Customer that arise from or are connected to the Customer's failure or delay in implementing any reasonable recommendation made by the Supplier.

- 16.6 Cybersecurity Disclaimer. The Customer acknowledges that while the Supplier will use commercially reasonable endeavours to provide cybersecurity

services, no service can guarantee complete protection against all cyber threats. The Supplier shall not be liable for any losses arising from a security breach or cyber attack, except to the extent that such an incident is a direct result of the Supplier's gross negligence or wilful misconduct.

- 16.7 Safeguarding and Content Filtering. The Customer acknowledges that it is solely responsible for compliance with all statutory safeguarding duties, including the Department for Education's 'Keeping Children Safe in Education' (KCSIE) guidance. The Supplier shall not be liable for any failure of the Customer's safeguarding policies or procedures, or for any incident arising from a user bypassing any content filtering or monitoring systems provided.

17. EXCEPTIONS

- 17.1 The Services do not include any service, maintenance or work necessitated as a result of any cause other than the proper use of the System in the ordinary course of the Customer's normal business and activities, including without limitation:

- (a) failure or fluctuation of power supply, air conditioning, humidity control or other environmental conditions;
- (b) accident, transportation, neglect, misuse or default of the Customer, its employees, agents, sub-contractors or any third party;
- (c) any fault in any attachments or associated equipment which do not form part of the System;
- (d) act of God, fire, flood, war, act of violence or any other similar occurrence;
- (e) any attempt by anyone other than the Supplier to adjust, repair or maintain the System; or
- (f) cyber attack or data breach.

- 17.2 The Services do not include:

- (a) services other than at the Location (save for telephone and remote support);
- (b) assistance with the relocation of any part of the Customer's ICT estate;

- (c) supply of hardware, parts or any software, unless listed in the Quote;
- (d) any request for support required as a result of any accident, neglect, alterations, improper use or misuse (including in breach of the Acceptable Use Policy) in whole or part;
- (e) repair or renewal of any consumables, including cables, tapes, inks, paper or any other consumable supplies;
- (f) maintenance or support of any administration software, including but not limited to SIMS, FMS, Sage or any other MIS or finance software;
- (g) electrical or other environmental work;
- (h) repairs or installation of any wired or wireless network infrastructure;
- (i) backup of any third-party software or databases, including but not limited to SIMS, FMS, Sage or any other MIS or finance software;
- (j) repairs or installation of any audio-visual equipment;
- (k) shipping costs of return-to-base warranties;
- (l) installation, support, maintenance and repair of hardware and software under a Third-Party Agreement, and maintenance or assistance concerning any Third-Party Agreement;
- (m) remedial works for changes the Customer or a third party makes without prior agreement;
- (n) installation of hardware where the technology is not purchased directly through the Supplier;
- (o) additional CPD and training above and beyond service inclusions;
- (p) installation, support, maintenance and repair of non-Customer-owned technology;
- (q) project management; or
- (r) remedial works or advice concerning a cyber attack, security breach or data breach.

18. ADMINISTRATOR'S RIGHTS

- 18.1 The Customer shall, on or before the Commencement Date, grant to the Supplier, undertake all necessary acts and steps, and sign all documents required to transfer complete and unrestricted control of access to the System to the Supplier.
- 18.2 Should the Customer not be able to transfer complete and unrestricted control of access to the System to the Supplier due to a dispute or delay from the incumbent supplier, the Supplier reserves the right to charge for additional works relating to the handover of Services.
- 18.3 The Supplier will have sole access to all Access Codes.
- 18.4 The Supplier reserves the right to alter, change, and update the Access Codes from time to time where the Supplier reasonably considers it necessary to maintain the security and performance of the System.
- 18.5 If the Customer requests the Access Codes during the Contractual Term: (a) the request must be made by the Customer Contacts via email to customerservices@primarytech.co.uk; and (b) the Supplier will release the Access Codes within a reasonable period, subject to identity and security verification. The Customer acknowledges that, from the point of release, the Supplier cannot be responsible for the security or configuration of the System to the extent affected by the Customer's use of the Access Codes, and the Supplier's obligations under conditions 4.1 to 4.4 are qualified accordingly.

19. TERMINATION

- 19.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:
- (a) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within twenty-one (21) days after being notified in writing to do so; or
 - (b) the other party repeatedly breaches any of the terms of this Agreement

in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

- 19.2 The Supplier may terminate the Agreement if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.
- 19.3 Early Termination Charges. This Agreement may not be terminated by the Customer for convenience before the end of the initial Contractual Term. If the Customer purports to terminate this Agreement before the end of the initial Contractual Term for any reason other than a material, unremedied breach by the Supplier, or if the Supplier terminates this Agreement due to the Customer's breach, the Customer shall be immediately liable to pay to the Supplier an early termination charge comprising: (a) the settlement figure payable by the Supplier to its Finance Provider in respect of Supplier Equipment and any other financed elements of the ITaaS solution; (b) committed third-party licence, subscription, and vendor costs for the remainder of the initial Contractual Term that the Supplier cannot cancel or reasonably avoid, at cost; and (c) the remaining Service Charges for the service elements of the solution from the date of termination to the end of the initial Contractual Term, less the costs the Supplier avoids or reasonably could avoid as a result of the early termination and less a reasonable discount for early receipt. The early termination charge shall not exceed the total charges that would have been payable to the end of the initial Contractual Term. The parties agree that this charge is a proportionate protection of the Supplier's legitimate interest in recovering its financed and committed costs and the recurring revenue on which the pricing of the solution was based.
- 19.4 This Agreement shall bind the Customer and all successors in title.
- 19.5 The Customer is not permitted to terminate this Agreement before the end of the Contractual Term in the event of a change of control, jurisdiction, ownership or conversion to an alternative status without the Supplier's prior written

consent. In such circumstances, any early termination shall be subject to the early termination charges in condition 19.3, together with any additional charges relating to the handover of services.

- 19.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 19.7 Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination.
- 19.8 This Agreement does not automatically terminate at the end of the initial Contractual Term. It continues on a 12-month rolling basis in accordance with condition 12.1.
- 19.9 If either party wishes to terminate this Agreement at the end of the initial Contractual Term, it must: (a) serve a notice to terminate on the other party in accordance with condition 30; and (b) ensure the notice to terminate is served before the Agreement enters the last six (6) months of the initial Contractual Term or the last three (3) months of any subsequent rolling twelve (12) months.
- 19.10 If the deadline for serving a notice to terminate passes, termination can only occur at the end of the then-current Contractual Term with the written agreement of the other party.
- 19.11 At the end of the Contractual Term, if neither party has served a notice to terminate, this Agreement shall continue on a rolling twelve (12) month basis until terminated by either party. Per condition 10.2, an uplift will apply to the rolling term.
- 19.12 Supplier's Right to Terminate for Commercial or Technical Reasons. In addition to its other rights under this Agreement, the Supplier may terminate this Agreement by providing the Customer with a minimum of ninety (90) days' written notice if, in the Supplier's reasonable commercial judgment: (a) a third-party vendor discontinues a key component of the hardware or software required for the provision of the Service, and no commercially viable alternative is

available; or (b) a material change in the terms or pricing from a third-party supplier or carrier renders the continued provision of the Service at the agreed Service Charge commercially unsustainable. In the event of a termination under this condition, the Supplier's sole liability shall be to work in good faith with the Customer to facilitate a smooth transition to an alternative provider, and the Customer shall not be liable for any early termination charges.

20. EFFECT OF TERMINATION

- 20.1 Any termination of the Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement and shall not affect any accrued rights or liabilities of either party, nor the coming into force or continuance in force of any provision of this Agreement which was expressly or by implication intended to come into or continue in force on or after termination.
- 20.2 Unless otherwise requested, termination shall take effect at noon on the final day of the Agreement term, based on the Supplier's Normal Service Hours.
- 20.3 The Supplier shall allocate a maximum of two hours towards works relating to termination of the Agreement, such as removal of Intellectual Property or handover of systems back to the Customer. Any delays in this work caused by the Customer, or extra hours required, will be chargeable as additional charges.
- 20.4 Upon the termination of this Agreement for whatever reason, the Supplier shall: (a) transfer to the Customer, or to such person as the Customer shall nominate, control of access to the System by providing details of the Supplier's access numbers, passwords or codes and the Access Codes to the Customer or to such other nominated person as requested by the Customer Contacts; and (b) remove any items belonging to the Supplier from the Location and the System promptly.
- 20.5 Upon the termination of the Agreement in any circumstances, all outstanding charges shall become immediately due and payable by the Customer before the execution of condition 20.4(a).

- 20.6 All Supplier responsibilities are discharged upon execution of condition 20.4(a).

21. FORCE MAJEURE

- 21.1 The Supplier shall not in any circumstances have any liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors.

22. WAIVER

- 22.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. RIGHTS AND REMEDIES

- 23.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. SEVERANCE

- 24.1 If any provision or part-provision of this Agreement 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 clause shall not affect the validity and

enforceability of the rest of this Agreement.

- 24.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. ENTIRE AGREEMENT

- 25.1 This Agreement 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.

- 25.2 Each party acknowledges that in entering into this Agreement, 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 this Agreement.

- 25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26. ASSIGNMENT

- 26.1 The Customer shall not, without the prior written agreement of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

- 26.2 The Supplier may assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the Agreement.

- 26.3 This Agreement shall bind the Customer and all successors in title. If the Customer organisation is acquired, merged with, or becomes part of another organisation (including conversion to academy status or joining a multi-academy trust), the terms and conditions of this Agreement shall remain in full force and effect, and all obligations under this Agreement will be binding upon the successor organisation.

27. NO PARTNERSHIP OR AGENCY

- 27.1 Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties or to authorise either party to act as an agent for the other. Neither party shall have authority to act in the name or on behalf of, or otherwise to bind, the other in any way (including, without limitation, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

28. THIRD-PARTY RIGHTS

- 28.1 No one other than a party to this Agreement, its successors, and permitted assignees shall have the right to enforce any of its terms.

29. PUBLICITY

- 29.1 No announcement or information concerning this Agreement or any ancillary matter shall be made or released, or authorised to be made or released, by either of the parties without the prior written consent of the other party, save as may be required to enable either of the parties to perform its obligations under this Agreement or as required by law.

30. NOTICES

- 30.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office; or
 - (b) sent by email: to the Supplier at customerservices@primarytech.co.uk, or to the Customer at the email address of the Customer Contacts specified in the Quote, or such other address as the Customer has notified in writing.
- 30.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or

- (c) if sent by email, at 9.00 am on the next Working Day after transmission.

- 30.3 This clause does not apply to the service of any proceedings or other documents in the course of any legal action or, where applicable, any arbitration or other method of dispute resolution.

31. GOVERNING LAW

- 31.1 The Agreement, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims), are governed by and construed in accordance with the law of England and Wales.

32. JURISDICTION

- 32.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

33. DATA PROTECTION

- 33.1 In these conditions, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment, and Personal Data Breach shall be as defined in Data Protection Legislation, and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to the Supplier by the Customer in connection with these conditions.
- 33.2 The Customer acknowledges that it is a Controller and the Supplier is a Processor.
- 33.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 33 does not relieve, remove or replace a party's obligations under the Data Protection Legislation.
- 33.4 The Supplier shall:

- (a) ensure that its employees Process the Data only on the Customer's instructions as set out or referred to in these conditions in order to provide the Services;
- (b) provide appropriate technical and organisational measures: (i) to ensure the protection of the rights of the Data Subjects; and (ii) to ensure an appropriate level of security, assessing in particular the risks presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored, or otherwise Processed;
- (c) take all reasonable steps to ensure the reliability of any of its staff who have access to and/or Process Data in connection with the Services, including duties of confidentiality under their employment contracts;
- (d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation concerning security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments, and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay after becoming aware of a Personal Data Breach;
- (f) notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;
- (g) at the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Services relating to Processing, except that: (i) the Supplier may keep any Data if required by any applicable laws to store the Personal Data; and (ii) the Supplier may keep Data stored in any system back-ups; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 33 and provide access

to the same for an audit. Any audits must be no more than once in a twelve (12) month period, must be on not less than thirty (30) days' notice, must be conducted within the Supplier's regular business hours, must cause minimal disruption to the Supplier, and shall be at the Customer's sole cost.

33.5 The parties acknowledge that the Supplier will also use services and/or products from sub-processors to provide the Services under these conditions and that, in doing so, the Supplier may transfer Data to such sub-processors. Accordingly:

- (a) the Customer consents to the appointment by the Supplier of the sub-processors listed in Schedule 3;
- (b) the Supplier may appoint new sub-processors or make changes to the list in Schedule 3, provided that it notifies the Customer in writing a reasonable period in advance before a new sub-processor is granted access to Data; and
- (c) the Customer may object on reasonable data protection grounds in writing to the appointment of any new sub-processor, provided it does so no later than 14 days after receiving the notice referred to in condition 33.5(b). If the parties cannot agree on a solution within a reasonable timeframe, the Supplier may terminate the affected Services.

33.6 The Supplier shall: (a) agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on the Supplier pursuant to this clause 33; and (b) if applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.

33.7 The Customer agrees that, to provide the Services under these conditions, the Supplier will transfer the Data to sub-processors (including affiliates) as stated in this clause 33. Where the Supplier transfers the Data outside the United Kingdom and the European Economic Area (EEA) to third countries which, at the time of the transfer, are not covered by adequacy regulations made

by the Information Commissioner's Office or the European Commission under the Data Protection Legislation (each an "International Transfer"), the Supplier shall ensure that an agreement is in place with the relevant sub-processor(s) which incorporates the EU Standard Contractual Clauses (EU SCCs) and the UK International Data Transfer Addendum to the EU SCCs (the "EU SCCs and UK Addendum") or, if the EU GDPR does not apply, the UK International Data Transfer Agreement.

- 33.8 Subject to conditions 33.9 to 33.11, the Supplier shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to condition 33.5.
- 33.9 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place regarding its collection, processing, and provision of Data to enable the lawful transfer of the Data to the Supplier in connection with, and for the duration of, the Services provided under these conditions.
- 33.10 The Customer shall indemnify and hold harmless the Supplier against all costs, claims, losses, damages, and expenses (including legal fees) arising out of, or in connection with, any breach of this clause 33 by the Customer or its employees, agents, or subcontractors.
- 33.11 The Customer acknowledges that the Supplier relies on the Customer for direction regarding the extent to which the Supplier is entitled to use and Process the Data. Consequently, the Supplier will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by the Supplier to the extent that such action or omission resulted from the Customer's instructions.
- 33.12 Schedule 3 sets out the following information regarding the Data: subject matter, duration of the Processing, nature and purpose of the Processing, type of Data, categories of Data Subjects, and the Supplier's obligations and rights.
- 33.13 Customer Data Breach Indemnity. The Customer agrees to indemnify and hold harmless the Supplier against all claims, losses, damages, and costs arising from any Personal Data Breach caused by the act, error, or omission of the Customer,

its staff, or its pupils, or by the Customer's failure to maintain adequate security protocols for data which it controls.

- 33.14 Assistance with Data Subject Requests. The Supplier shall, at the Customer's cost, provide reasonable assistance to the Customer in responding to any request from a Data Subject. All work performed by the Supplier in relation to assisting with such requests, including but not limited to Subject Access Requests (SARs), shall be deemed an additional service outside the scope of the inclusive support hours and will be charged on a time and materials basis at the Supplier's standard hourly rates as detailed in Schedule 2.

SCHEDULE 1

34. THE SERVICES

34.1 IT as a Service (ITaaS) ("Service") is a comprehensive solution designed to keep organisations at the forefront of technology through a subscription model over CapEx. The items listed in the Customer's Quote shall be the Customer's Minimum Commitment and cannot be reduced. Per condition 2.3, the following Product or Service-specific conditions shall also apply.

34.2 ITaaS Monthly & ITaaS Annual. As specified in the Customer's Quote, this is a fixed starting Customer charge as of the Commencement Date.

34.3 ITaaS Pupil Count Quote quantity:

(a) the ITaaS Pupil Count is the limit set for the following Services and Products: ITaaS Managed Service, ITaaS EdTech Support, ITaaS Safeguarding, ITaaS Aware, ITaaS Classroom Management, Safeguarding 24, and ITaaS Applications and User Management Services;

(b) Should the Customer exceed this limit, the Supplier is entitled to either refuse to deliver the additional Services or Products or charge for the additional Services or Products at the Supplier's then-current rates. Additional quantities within this Service are co-terminous with the existing Contractual Term and increase the Minimum Commitment in accordance with condition 12.3.

(c) Genuinely new Services or Products added during the Contractual Term shall have the minimum term stated in the Quote for those Services, in accordance with condition 12.3.

34.4 ITaaS Staff Count Quote quantity:

(a) the ITaaS Staff Count is the limit set for the following Services and Products: ITaaS Hosting (Remote Access) and ITaaS Microsoft 365 Licence Staff;

(b) Should the Customer exceed this limit, the Supplier is entitled to either refuse to deliver the additional Services or Products or

charge for the additional Services or Products at the Supplier's then-current rates. Additional quantities within this Service are co-terminous with the existing Contractual Term and increase the Minimum Commitment in accordance with condition 12.3.

(c) Genuinely new Services or Products added during the Contractual Term shall have the minimum term stated in the Quote for those Services, in accordance with condition 12.3.

34.5 ITaaS Managed Service is a comprehensive solution designed to manage, monitor, and maintain the Customer's information technology infrastructure. The Service includes proactive support, ongoing maintenance, troubleshooting, and other IT-related services.

(a) The Service may include, but is not limited to: (i) Helpdesk & Technical Support: access to a dedicated support team for troubleshooting and resolving IT issues via phone, email, or ticketing system; (ii) Network Management: managing the Customer's network infrastructure, including routers, switches, firewalls, and other network components; (iii) Server Management: proactive management and maintenance of physical and virtual servers, including performance monitoring, operating system updates, security patching, and troubleshooting; (iv) Workstation Management: maintaining and supporting end-user devices, including desktops, laptops, and mobile devices, ensuring software updates, virus protection, and performance optimisation; (v) Data Backup & Disaster Recovery: regular backups of critical data and systems, and disaster recovery planning and execution to minimise downtime in an unforeseen incident; (vi) Software & Hardware Procurement Support: assistance with selecting, purchasing, and installing hardware and software per the Customer's requirements (extra charges applicable); (vii) Cloud Services Management (if

applicable); management of cloud-based systems, including data storage, application hosting, and infrastructure-as-a-service (IaaS) platforms, ensuring optimal performance and security (extra charges applicable); and (viii) Cybersecurity Services: implementing and managing security measures, including firewalls, antivirus software, intrusion detection systems, and ongoing security audits to safeguard the Customer's data and IT systems (extra charges applicable).

- (b) The ITaaS Managed Service Quote quantity is the limit set for the sites the Service covers.
- (c) Fair Usage applies as per condition 6 and as outlined in Schedule 2.
- (d) Should the Customer exceed this limit, the Supplier is entitled to either refuse to deliver the additional Services or Products or charge for the additional Services or Products at the Supplier's then-current rates. Additional quantities within this Service are co-terminous with the existing Contractual Term and increase the Minimum Commitment in accordance with condition 12.3.

34.6 ITaaS EdTech Support is a comprehensive solution designed to support the use of technology in the workplace.

- (a) The Service may include, but is not limited to: (i) Helpdesk & CPD: access to a dedicated support team for help and guidance with issues via phone, email, or ticketing system; (ii) Google Workspace: support with the non-technical use of Google Workspace tools; (iii) Microsoft 365: support with the non-technical use of Microsoft 365 tools; and (iv) EdTech Support: support with EdTech, such as the computing curriculum, safeguarding tools, online safety, AI, and immersive teaching and learning.
- (b) The ITaaS EdTech Support Quote quantity is the limit set for the sites the Service covers.

- (c) Fair Usage applies as per condition 6 and as outlined in Schedule 2.

- (d) Should the Customer exceed this limit, the Supplier is entitled to either refuse to deliver the additional Services or Products or charge for the additional Services or Products at the Supplier's then-current rates. Additional quantities within this Service are co-terminous with the existing Contractual Term and increase the Minimum Commitment in accordance with condition 12.3.

34.7 ITaaS Safeguarding is a filtering solution supplied by the Supplier to the Customer that complies with Department for Education standards.

- (a) Although the Supplier ensures the product's compliance with Department for Education standards, the Customer is responsible for ensuring Product suitability for the Customer, Product testing, and alert monitoring of the ITaaS Safeguarding solution. The Supplier is not responsible for the product's misuse, missing or inaccurate information, or safeguarding incidents.
- (b) The Customer shall: (i) test the Product regularly to ensure the Customer complies with the required standards; and (ii) notify the Supplier immediately of any failures of the Product.

- (c) The ITaaS Pupil Count Quote quantity is the limit set for the sites the Service covers, per condition 34.3.

- (d) Should the Customer exceed this limit, the Supplier is entitled to either refuse to deliver the additional Services or Products or charge for the additional Services or Products at the Supplier's then-current rates. Additional quantities within this Service are co-terminous with the existing Contractual Term and increase the Minimum Commitment in accordance with condition 12.3.

34.8 ITaaS Aware is a safeguarding tool that proactively checks and monitors student wellness to address threats of bullying, violence, self-harm, and suicide early and

effectively with powerful and proactive AI-enabled capabilities.

- (a) Although the Supplier ensures the product's compliance with Department for Education standards, the Customer is responsible for ensuring Product suitability for the Customer, Product testing, and alert monitoring. The Supplier is not responsible for the product's misuse, missing or inaccurate information, or safeguarding incidents.
- (b) The Customer shall: (i) test the Product regularly to ensure the Customer complies with the required standards; and (ii) notify the Supplier immediately of any failures of the Product.
- (c) The ITaaS Pupil Count Quote quantity is the limit set for the sites the Service covers, per condition 34.3.
- (d) Should the Customer exceed this limit, the Supplier is entitled to either refuse to deliver the additional Services or Products or charge for the additional Services or Products at the Supplier's then-current rates. Additional quantities within this Service are co-terminous with the existing Contractual Term and increase the Minimum Commitment in accordance with condition 12.3.

34.9 ITaaS Classroom Management is a simple method of classroom management that helps teachers confidently engage students and lead classes. The Classroom Management tool provides management access for the teacher to the student devices. The tool works on the following devices: (a) Chromebooks; and (b) Chrometabs.

34.10 ITaaS Safeguarding 24 is an outsourced delegated safeguarding service that monitors the alerts within ITaaS Safeguarding and ITaaS Aware. The Supplier acts as a Procurement Service for this Service and is not responsible for its supply.

34.11 ITaaS Hosting provides storage, resources, and access for websites, applications, or data on a server. The server is maintained and managed by a hosting provider, which makes the

content accessible over the Internet. The following conditions apply to hosting Services:

- (a) the Supplier uses Microsoft Azure as its hosting provider. All resources and storage are located in the UK South and UK West regions;
- (b) Microsoft's terms and conditions, terms of use, and service availability commitments, as published by Microsoft from time to time, shall apply to the Customer. Breach of those terms shall be solely the responsibility of the Customer;
- (c) all hosting Services are provided for a minimum term of 36 months;
- (d) all servers include a server licence only; SQL or CALs shall be an additional charge;
- (e) ITaaS User Management Services supplies user identity management via Azure AD (Entra ID) or Active Directory Services, limited to the combined user count under conditions 34.3 and 34.4;
- (f) ITaaS MIS Hosting is hosting by the Supplier of the Customer's MIS system. The Customer will be supplied with a server hosted in Microsoft Azure with the recommended vendor resource specification as of the Quote date. The hosted server shall be limited to the database count for the ITaaS MIS Hosting Quote quantity. The Customer and its third-party supplier for the MIS software shall be responsible for its performance; should performance be degraded through no fault of the Supplier, the Supplier is entitled to charge additional fees for remedial works and/or increase resources at a cost to the Customer. Should the Customer wish to increase the database count, the increase shall be co-terminous and charged in accordance with condition 12.3;
- (g) ITaaS Hosting (Remote Access) provides remote access to the Customer's users on the hosting platform. The Customer will be supplied with a server hosted in Microsoft Azure with the recommended vendor resource

specification as of the Quote date, with web-only access to the resources hosted by the Supplier via an HTTP gateway. The hosted server shall be limited to the user count per condition 34.4. The Customer and its third-party supplier for the software shall be responsible for its performance; should performance be degraded through no fault of the Supplier, the Supplier is entitled to charge additional fees for remedial works and/or increase resources at a cost to the Customer. Should the Customer wish to increase the user count, the increase shall be co-terminous and charged in accordance with condition 12.3;

- (h) ITaaS Application Hosting is hosting by the Supplier of the Customer's applications. The Customer will be supplied with a server hosted in Microsoft Azure with the recommended vendor resource specification as of the Quote date. The hosted server shall be limited to the application count for the ITaaS Application Hosting Quote quantity. Should the Customer wish to increase the application count, the increase shall be co-terminous and charged in accordance with condition 12.3; and
- (i) ITaaS Server Security & Backup is the level of security and backup applied to the Customer's hosted servers. The Customer will be supplied with a 24/7 EDR licence, anti-virus licence, daily server snapshots, and 50GB per month per server of cloud server backup. The hosted backup and security shall be limited to the device quantity count for the ITaaS Server Security & Backup quantity listed on the Customer's Quote. Daily server snapshots are retained for a maximum of 7 days, and server backups for a maximum of 30 days, unless stated otherwise. Data integrity is not the responsibility of the Supplier; it shall remain the responsibility of the third-party software vendor, MIS support provider, or Customer to test the integrity of the data within a backup, and the Supplier shall not be held responsible for a failed

backup restoration. Should the Customer wish to increase the server count, the increase shall be co-terminous and charged in accordance with condition 12.3.

- 34.12 ITaaS Security & Licencing provides security and licences for the Customer's end-user devices. The following conditions apply:

- (a) unless explicitly listed in the Customer's Quote, no additional security or licencing is provided;
- (b) ITaaS Microsoft 365 Licence Staff is the licence applied to staff users. The Customer will be supplied with a Microsoft 365 A3 Staff Licence, limited to the number of ITaaS Microsoft 365 Licence Staff listed on the Customer's Quote. Increases to the licence count shall be co-terminous and charged in accordance with condition 12.3;
- (c) ITaaS User Cloud Backup is the cloud backup provided per user. The Customer will be supplied with a Google Workspace backup licence (ITaaS User Cloud Backup (Google)) or a Microsoft 365 backup licence (ITaaS User Cloud Backup (M365)), as listed on the Customer's Quote together with the platform and user count. Backups are retained for a maximum of 30 days unless stated otherwise. Users are entitled to 50GB of Pooled Storage across the Customer's platform, covering user data and the Customer's shared drives on the relevant platform. Data integrity is not the responsibility of the Supplier, and the Supplier shall not be held responsible for a failed backup restoration. The Supplier shall not be responsible for a user storing data in the wrong location. Increases to the user count shall be co-terminous and charged in accordance with condition 12.3; and
- (d) ITaaS Managed EDR 24/7 Security (User Devices) is additional security applied to the Customer's devices. The Customer will be supplied with a 24/7 EDR licence, limited to the number of devices for the ITaaS Managed EDR 24/7 Security (User Devices) quantity listed on the Customer's Quote.

Increases to the device count shall be co-terminous and charged in accordance with condition 12.3.

34.13 ITaaS Applications provide various software solutions to the Customer integrated into the ITaaS solution and will be listed on the Customer's Quote. If specific products are not listed in the Customer's Quote, they are not part of the ITaaS solution. The following terms apply:

- (a) the Customer will be supplied with a tool to sync user data from its MIS to its primary IT platform (Google or Microsoft): ITaaS User Sync (Google) or ITaaS User Sync (Microsoft). The MIS database limit shall be listed in the Customer's Quote. Should the Customer wish to increase the database count or change MIS systems, the Supplier is entitled to charge for works to install the syncing tool to a new database and for an additional sync licence; any increase shall be co-terminous and charged in accordance with condition 12.3;
- (b) the Customer will be supplied with a tool to link its primary IT platform (Google or Microsoft) to a dashboard for easier application access: ITaaS Single Sign-On (Google) or ITaaS Single Sign-On (Microsoft), limited to one platform as listed in the Customer's Quote. The Supplier shall use best endeavours to ensure the Customer's applications integrate with the single sign-on application but shall not be responsible for system incompatibility. The limit set for single sign-on users is the ITaaS Pupil Count Quote quantity. The single sign-on solution works on Chromebooks. Excess usage is handled in accordance with condition 12.3; and
- (c) the Customer will be supplied with a tool to link the Microsoft file browser to files stored in Microsoft Teams (ITaaS Cloud Files Tools), limited to the number of Customer sites listed on the Customer's Quote. The Supplier shall use best endeavours to ensure the Customer's application integrates with Microsoft Teams. Excess

usage is handled in accordance with condition 12.3.

34.14 ITaaS Onboarding provides a service to install, configure, and test the hardware and software aligned with the ITaaS solution. The following terms apply:

- (a) the onboarding covers only those systems listed as part of the ITaaS solution. Additional charges may apply, at the Supplier's discretion, for: (i) installing equipment not purchased through the Supplier; and (ii) requests for additional software to be installed;
- (b) the date for the commencement of the onboarding works will be agreed between the Supplier and the Customer;
- (c) if the Customer cancels any onboarding works (or reschedules and subsequently cancels any works), the Customer may be charged a cancellation charge of 75% of the total price of the works if notice of cancellation is given less than seven (7) calendar days before the scheduled commencement date agreed between the Customer and the Supplier. The parties agree that this charge is proportionate to the Supplier's legitimate interest in the scheduling and resourcing of the works, and reflects the costs of reserving engineering time, project planning, and the loss of opportunity to deploy resources elsewhere;
- (d) the Supplier is not responsible for any client-induced delay, including without limitation: (i) delayed delivery of equipment; (ii) access issues or site readiness; (iii) delayed payment or signing of paperwork; (iv) changes to the scope of work; or (v) failure of hardware or software provided by a third party. In the case of a client-induced delay, the Supplier is entitled to charge in accordance with conditions 9.1 and 9.2; and
- (e) Acceptance Testing: the Supplier will perform basic acceptance tests to demonstrate to the Customer that the works listed in the Quote are completed. The Customer is responsible for ensuring that the works are completed as per the

Quote and must notify the Supplier of any disputes within seven (7) days of completion. Beyond this, the Supplier holds no responsibility, and any remediation work will be chargeable in accordance with conditions 9.1 and 9.2.

Working Day:

Telephone and Live Chat: 08.00 – 17.00 Mon–Fri
(excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7, 365 days.

Normal Service Hours:

Telephone and Live Chat: 08.00 – 17.00 Mon–Fri
(excluding bank holidays and between Christmas and New Year)

Onsite Support: 09.00 – 16.00 Mon–Fri
(excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7, 365 days.

SCHEDULE 2 – ADDITIONAL CHARGES (INCLUDING FAIR USAGE OVERAGE RATES)**Fair Usage:****IT Managed Service – Inclusive Per Annum Per Service Year (Primary School)**

Per School Pupil Count	Onsite Support (Hours)	Remote Support (Hours)
Up to 100 Pupils	6	40
Up to 200 Pupils	6	40
Up to 300 Pupils	8	60
Up to 400 Pupils	8	60
Up to 500 Pupils	8	80
Up to 600 Pupils	8	90
Up to 700 Pupils	14	110
Up to 800 Pupils	18	120
Up to 900 Pupils	22	130
Up to 1000 Pupils	30	145

IT Managed Service – Inclusive Per Annum Per Service Year (Secondary School)

Per School Pupil Count	Onsite Support (Hours)	Remote Support (Hours)
Up to 100 Pupils	33	14
Up to 200 Pupils	63	27
Up to 300 Pupils	93	40
Up to 400 Pupils	126	54
Up to 500 Pupils	156	67
Up to 600 Pupils	187	80
Up to 700 Pupils	219	94
Up to 800 Pupils	250	107
Up to 900 Pupils	280	120
Up to 1000 Pupils	313	134
Up to 1499 Pupils	467	200
Up to 1999 Pupils	623	267
Up to 2499 Pupils	779	334
Up to 3000 Pupils	933	400

EdTech Support – Inclusive Per Annum Per Service Year (Primary School)

Per School Pupil Count	Support (Hours)
Up to 100 Pupils	4
Up to 200 Pupils	8
Up to 300 Pupils	12
Up to 400 Pupils	16
Up to 500 Pupils	20
Up to 600 Pupils	24
Up to 700 Pupils	28
Up to 800 Pupils	32
Up to 900 Pupils	36
Up to 1000 Pupils	40

EdTech Support – Inclusive Per Annum Per Service Year (Secondary School)

Per School Pupil Count	Support (Hours)
Up to 100 Pupils	4
Up to 200 Pupils	8
Up to 300 Pupils	12
Up to 400 Pupils	16
Up to 500 Pupils	20
Up to 600 Pupils	24
Up to 700 Pupils	28
Up to 800 Pupils	32
Up to 900 Pupils	36
Up to 1000 Pupils	40
Up to 1499 Pupils	60
Up to 1999 Pupils	80
Up to 2499 Pupils	100
Up to 3000 Pupils	120

Additional Charges – Hourly and Day Rate

	Hourly Rate	Day Rate
Helpdesk IT Technician	£60	£450
Onsite IT Technician	£80	£600
Senior IT Technician	£100	£750
IT Consultant	£100	£750
IT Trainer	£90	£675
Telecoms Engineer	£80	£600
Infrastructure Engineer	£80	£650
Data Protection & SAR Assistance	£60	£450

SCHEDULE 3 – PROCESSOR INFORMATION: ITAAS EDUCATION

The Customer acknowledges that the Supplier and its subcontractors may have access to Personal Data in providing the Services throughout the Contractual Term. The Supplier sets out below the information regarding its Processing of Personal Data required by Article 28(3) of the UK GDPR.

Article	Description	Details
28(3)	Subject matter of the Processing	The provision of the Services to the Customer under these conditions.
28(3)	Nature and purpose of the Processing	The Supplier will Process Personal Data under these conditions and on the Controller's instructions for the purpose of providing the Services, until expiry or valid termination of these conditions. Processing may include accessing, collecting, recording, organising, structuring, storing, adapting, altering, retrieving, consulting, using, reporting, disclosing by transmission, disseminating, aligning, combining, restricting, erasing, or destroying Personal Data.
28(3)	Type of Personal Data	Names, usernames, and contact information; job roles; IP addresses and location data; device and system data (including screenshots where required for support); pupil and safeguarding-related data processed through the relevant Products, including data held in the school management information system (MIS) and connected applications to which the Supplier has access in the course of providing the Services; and any other Personal Data made accessible to the Supplier in the course of providing the Services.
28(3)	Categories of Data Subject	Staff, pupils and students, governors and trustees, parents and guardians, and other authorised users of the Customer's systems.
28(3)	Duration of the Processing	Processing is carried out for the duration of the Services. On expiry or termination, Data held on the Customer's own systems remains in place and the Supplier's access is revoked; Data held in the Supplier's service-management systems is retained or deleted in accordance with the Supplier's retention policy and clause 33.
28(3)(a)	Documented instructions	All Processing carried out by the Supplier for the Customer is performed in accordance with these conditions and the Quote, which together constitute the Customer's documented instructions.
28(3)(b)	Confidentiality	All Supplier staff with access to Data are bound by confidentiality obligations in their contracts of employment or engagement.
28(3)(c)	Security	The Supplier holds Cyber Essentials Plus certification as a minimum and operates an information security management system aligned to ISO 27001. Details of the Supplier's technical and organisational measures are available on request.
28(3)(d)	Sub-processors	The Supplier's approved sub-processors are listed in the table below.
28(3)(e)	Data subjects' rights	The Supplier's approach to supporting the Controller in responding to data subject requests is set out in its Data Protection Policy (available on request) and Privacy Policy (available at www.primarytech.co.uk). Assistance is chargeable in accordance with clause 33.
28(3)(f)	Compliance and assistance	Processing by the Supplier is carried out in compliance with Data Protection Legislation. The Supplier will assist the Controller in demonstrating compliance where appropriate.
28(3)(g)	Data deletion and return	Data held on the Customer's own network is not deleted by the Supplier; the Supplier's access is revoked at the end of the Contractual Term. Deletion or return of other Data is handled in accordance with clause 33.

28(3)(h)	Transparency and audit	The Supplier will make available to the Controller the information necessary to demonstrate compliance with its obligations, in accordance with the audit provisions of clause 33.
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Approved sub-processors

Name	Activity	Location of Processing	Type of Data Processed
Microsoft Corporation	Microsoft 365 and Azure services used for service delivery, hosting, backup, support, and customer management	UK / EEA (with global support access)	All categories listed above
Google LLC	Google Workspace services used for service delivery and customer management	UK / EEA (with global support access)	All categories listed above
Securly, Inc.	Safeguarding, web filtering, and classroom management services	[UK / USA – confirm against contract]	User and device data including usernames, email addresses, device information, location data, and browsing activity
ConnectWise, LLC	Remote monitoring and management (RMM) and remote access to Customer systems	UK / EEA (with global support access)	Device and system data, usernames, IP addresses, screen content during remote sessions
Redstor Limited	Cloud backup and disaster recovery services	UK	All categories listed above
Halo Service Solutions Ltd	Service desk, ticketing, and service management (HaloPSA)	UK	Names, contact information, support-request content

The Supplier may update this list in accordance with clause 33.5.