



PRIMARYTECH

TERMS & CONDITIONS

PROFESSIONAL SERVICES

EFFECTIVE DATE

August 2026

relevant Schedule. The Schedules form part of the terms.

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:

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

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.

Intellectual Property Rights: all patents, copyrights, design rights, trademarks, trade secrets, know-how, database rights, and other intellectual property rights, whether registered or unregistered.

Location: the place or places where the Works are to be performed.

Normal Service Hours: 8.00 am to 5.00 pm on weekdays, excluding weekends and public holidays.

Quote: the Supplier's quotation or order documentation identifying the Works to be performed for the Customer, which incorporates these terms and conditions.

Service Charge: the charge for the Works.

Working Day: Monday to Friday, excluding bank holidays, between 9.00 am and 4.00 pm.

Works: the specific professional services, labour, consultancy, deliverables, and outcomes to be provided by the Supplier as described in the Quote.

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, a 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

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 Professional Services provided by the Supplier.

- 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 Works.

- 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.

3. EFFECT OF THE PURCHASE ORDER

- 3.1 The Customer's purchase order or signed order sent to the Supplier constitutes the Customer's offer to purchase the Supplier's Works. Once the Supplier has accepted an order from the Customer for the Works, the Customer shall not be entitled to cancel that order other than in accordance with condition 9.2.

- 3.2 The acknowledgement of the purchase order by the Supplier, or the Supplier's commencement of work in providing the Works or execution of work under the purchase order, shall establish a contract for the supply of those Works 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 commercially reasonable endeavours to provide the Works specified in the Customer's Quote.

- 4.2 The Supplier shall have no obligation to perform any Works not expressly agreed upon, and will charge an additional cost for work outside the agreed quoted scope of work in accordance with condition 7.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:

- (a) Cooperate with the Supplier in all matters relating to the Works and appoint the Customer Contacts, who shall have the authority to bind the Customer on matters relating to the Works contractually;
- (b) provide promptly such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
- (c) provide promptly such information as the Supplier may request, and ensure that such information is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Works;

- (e) pay for any additional Works requested and provided by the Supplier;
 - (f) ensure that the Customer Contacts are contactable during the Supplier's Normal Service Hours; and
 - (g) provide the Supplier, its employees and subcontractors with full and safe access to the Location and the Customer's systems and equipment, provided that such persons are suitably checked and authorised to work at the Location.
- 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. Furthermore, if any such prevention or delay continues for a period of sixty (60) days, the Supplier may terminate this Agreement by giving fourteen (14) days' written notice to the Customer, and the Customer shall be liable to pay for all Works performed up to the date of termination.
- 5.3 Non-Solicitation and Non-Engagement. The Customer agrees that, during this Agreement and for a period of twelve (12) months after its completion, 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 Works; 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 Works.
- 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, as liquidated damages, a sum equal 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 allowed to take, independent legal advice on this clause.
- 5.5 The Customer shall immediately and in writing inform the Supplier of any change in the identity of the Customer Contacts at any time during the performance of the Works. 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.
- 6. PRICE**
- 6.1 Unless a written Quote has been given (in which case the price quoted will remain fixed for thirty (30) days or such other period as is specified in the Quote), the prices for the Works are subject to alteration without notice. The price charged to the Customer will be the price applying when the Supplier accepts the order. Orders are not binding on the Supplier until accepted by the Supplier. All prices exclude value-added tax (and similar tax), packing, carriage, insurance and installation, which will be added as separate items to the Customer's invoice where applicable.
- 6.2 If the commencement of the Works is delayed by up to six months between the date of order and the commencement date, the Supplier reserves the right to adjust the price of the Works. Such adjustments shall be directly correlated with an increase in the Supplier's costs, including, but not limited to, materials, labour, transportation, regulatory changes, and other operational expenses that impact the cost of supplying the Works. If commencement is delayed by more than six months, the Supplier may withdraw the Quote and requote the Works.
- 6.3 Any increase in the Customer's cost under condition 6.2 shall be limited to the actual increase in the Supplier's cost of providing the Works.
- 7. CHARGES AND PAYMENT**
- 7.1 Where additional services are provided:
- (a) The charges payable for the Works shall be calculated by reference to the hourly charges listed in Schedule 1, as amended from time to time;
 - (b) Charges payable for the Works 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 based on 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 Works, and shall use such timesheets to calculate the charges; and
 - (f) The Supplier shall invoice the Customer in advance for time, expenses, and materials (together with VAT, where appropriate).
- 7.2 Where the Works are provided for a fixed price, the Service Charge shall be payable as follows:
- (a) 50% of the total Service Charge shall be invoiced upon the Customer's acceptance of the Quote and must be paid before any Works commence; and
 - (b) The remaining 50% shall be invoiced upon completion of the Works and is payable within 15 days of the invoice date.
- 7.3 Any fixed price, unless specifically listed, 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 Works, and the cost of any materials or services reasonably and appropriately provided by third parties required by the Supplier for the supply of the Works, which shall be invoiced by the Supplier at cost; and (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.4 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 Works until payment has been

	made in full; and (c) immediately invoice for all sums payable to the Supplier under the Agreement.		period, the Supplier holds no responsibility, and any remediation work will be chargeable in accordance with conditions 7.1 and 7.2.
7.5	Time for payment by the Customer shall be of the essence.	10.3	Following this seven (7) day period, the Works shall be deemed accepted by the Customer, and the Supplier shall be entitled to issue the final invoice for the balance of the Service Charge. Acceptance of the Works shall not be unreasonably withheld or delayed. If any raised dispute relates to minor omissions or deficiencies, the Works shall be deemed accepted, and the Supplier shall remedy such minor points as soon as reasonably practicable thereafter.
7.6	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.		
7.7	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.	11.	WARRANTIES
7.8	The Supplier reserves the right to increase any additional charges, other than the fees for the Works, at any time.	11.1	The Customer accepts that the Supplier is acting only as a service provider and is not responsible for verifying that any hardware or software will suit the Customer's requirements.
7.9	Where payment for the Works 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.	11.2	If hardware or software incompatibilities, or a failure of hardware or software provided by the Customer or a third party, prevent or delay the completion of the Works, the Supplier shall be entitled to invoice for all Works performed and to charge for any additional work required at the rates set out in Schedule 1.
8.	SERVICE PREREQUISITES	12.	INDEMNITY
8.1	All hardware, software, and infrastructure components associated with the order must have been ordered and delivered on time to commence the Works.	12.1	The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Works to the Customer in accordance with this Agreement infringes that other person's intellectual property rights.
8.2	The Customer shall be responsible for arranging and/or completing any third-party services required before the commencement of the Works.	13.	LIMITATION OF LIABILITY
9.	COMMENCEMENT OF WORKS	13.1	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.
9.1	The date for the commencement of the Works will be agreed between the Supplier and the Customer.	13.2	All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
9.2	If the Customer cancels or reschedules any 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.	13.3	Subject to condition 13.1:
9.3	The Supplier is not responsible for any client-induced delay, including, without limitation: (a) delayed delivery of equipment; (b) access issues or site readiness; (c) delayed payment; (d) changes to the scope of work; or (e) failure of hardware or software provided by a third party.	(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
9.4	In the case of a client-induced delay, the Supplier is entitled to charge in accordance with conditions 7.1 and 7.2.	(b)	The Supplier's total aggregate liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Service Charge paid or payable by the Customer for the Works under the relevant Quote.
10.	ACCEPTANCE TESTING	14.	INTELLECTUAL PROPERTY
10.1	The Supplier will perform basic acceptance tests to demonstrate to the Customer that the Works listed in the Quote are completed.	14.1	All Intellectual Property Rights in or arising out of or in connection with the Works shall be owned by the Supplier.
10.2	It is the Customer's sole responsibility to ensure that the Works are completed in accordance with the Quote, and the Customer must notify the Supplier of any disputes within seven (7) days of completion. Beyond this	14.2	The Supplier grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Intellectual Property Rights created as a direct result of the Works for the

purpose of receiving and using the Works in its own internal business operations.

greatest extent possible, achieves the intended commercial result of the original provision.

15. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

15.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives that 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 that 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.

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

16. FORCE MAJEURE

16.1 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.

17. WAIVER

17.1 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.

18. RIGHTS AND REMEDIES

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

19. SEVERANCE

19.1 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.

19.2 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

20. ENTIRE AGREEMENT

20.1 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.

20.2 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.

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

21. ASSIGNMENT

21.1 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.

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

21.3 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, 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.

22. NO PARTNERSHIP OR AGENCY

22.1 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).

23. THIRD-PARTY RIGHTS

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

24. PUBLICITY

24.1 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.

25. NOTICES

25.1 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.		
25.2	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.		(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 Works 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 28 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.
25.3	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.		
26.	GOVERNING LAW		
26.1	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.		
27.	JURISDICTION		
27.1	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).	28.5	The parties acknowledge that the Supplier will also use services and/or products from sub-processors to provide the Works 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 2; (b) The Supplier may appoint new sub-processors or make changes to the list in Schedule 2, provided that it notifies the Customer in writing of any such change a reasonable period in advance of any new sub-processor being granted access to Data. 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 28.5(b). If the parties cannot agree on a solution within a reasonable timeframe, the Supplier may terminate the affected Works.
28.	DATA PROTECTION		
28.1	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.		
28.2	The Customer acknowledges that it is a Controller and the Supplier is a Processor.		
28.3	Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 28 does not relieve, remove or replace a party's obligations under the Data Protection Legislation.		
28.4	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 to provide the Works; (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 Works, including duties of confidentiality under their employment contracts;	28.6	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 28; and (b) if applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.
		28.7	The Customer agrees that, to provide the Works under these conditions, the Supplier will transfer the Data to sub-processors (including affiliates) as stated in this clause 28. 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.
- 28.8 Subject to conditions 28.9 to 28.11, the Supplier shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to condition 28.5.
- 28.9 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 Works provided under these conditions.
- 28.10 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 28 by the Customer or its employees, agents, or subcontractors.
- 28.11 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.
- 28.12 Schedule 2 sets out the following information regarding the Data: the subject matter, the duration of the Processing, the nature and purpose of the Processing, the type of Data, the categories of Data Subjects, and the Supplier's obligations and rights.
- 28.13 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 and will be charged on a time and materials basis at the Supplier's standard hourly rates as detailed in Schedule 1.

Schedule 1

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 2

Processor Information: Professional Services

The Customer acknowledges that the Supplier and its subcontractors may have access to Personal Data in the course of providing the Works. 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 Works 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 Works, 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); where the Customer is an education establishment, pupil and safeguarding-related data held on systems within the scope of the Works; and any other Personal Data made accessible to the Supplier in the course of providing the Works.
28(3)	Categories of Data Subject	Staff, authorised users of the Customer's systems, and the Customer's customers, prospective customers, and suppliers; and, where the Customer is an education establishment, pupils and students, parents and guardians, and governors and trustees
28(3)	Duration of the Processing	Processing is carried out for the duration of the Works. 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 28.
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 28.

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	The Supplier does not delete data held on the Customer's own network; the Supplier's access is revoked at the end of the Works. Deletion or return of other Data is handled in accordance with clause 28.
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 28.

Approved sub-processors

Name	Activity	Location of Processing	Type of Data Processed
Microsoft Corporation	Microsoft 365 and Azure services are 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 are used for service delivery and customer management	UK / EEA (with global support access)	All categories listed above
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, and 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 28.5.