Solvida Limited – Terms of Business

Version 1.2 – Effective 18 October 2026

1. About these Terms

1.1 These terms of business (**Terms**) apply to every supply of Cloud Subscriptions and Services by **Solvida Limited**, a company registered in England and Wales under company number 07232433, whose registered office is at 124 City Road, London EC1V 2NX (**Supplier**, **we**, **us**).

1.2 These Terms apply to business customers only. By placing an Order, the Customer confirms that it is acting for purposes relating to its trade, business, craft or profession, and not as a consumer.

1.3 These Terms apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.4 If there is any conflict, the following order of precedence applies:

(a) any special terms expressly stated in the Order;

(b) Schedule 1 (Data Processing Terms), in relation to Personal Data;

(c) the clauses of these Terms;

(d) the other Schedules.

Vendor Terms govern the Customer's use of Third-Party Products as between the Customer and the Vendor.

2. Definitions and interpretation

2.1 In these Terms:

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Business Hours: 9.00 am to 5.30 pm on a Business Day.

Cancellation Window: the period during which the Vendor permits a Cloud Subscription, or an increase in its Licence Count, to be cancelled or reduced for a pro-rata credit. For Microsoft New Commerce Experience subscriptions, this is currently 7 days (168 hours) from the start or renewal of the Commitment Term, or from the date additional licences are added.

Cloud Subscription: a subscription to a Third-Party Product, including Microsoft Online Services, procured by the Supplier for the Customer through a Distributor.

Commitment Term: the fixed term of a Cloud Subscription stated in the Order (for example, one year), and each renewal term.

Contract: the contract between the Supplier and the Customer, formed under clause 3 and comprising the Order and these Terms.

Customer: the person, firm or company named in the Order.

Customer Data: all data, including Personal Data, that the Customer or its users input into, store in or process through the Cloud Subscriptions or provide to the Supplier.

Data Protection Legislation: the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other applicable laws relating to the processing of personal data, each as amended from time to time (including by the Data (Use and Access) Act 2025).

Distributor: any distributor, marketplace or indirect provider through which the Supplier procures Third-Party Products, as the Supplier may appoint or change from time to time.

Fees: the fees payable by the Customer as set out in the Order or under these Terms.

Good Industry Practice: the skill, care and diligence reasonably expected of a skilled and experienced IT services provider in the United Kingdom.

Licence Count: the number of licences or seats of a Cloud Subscription.

Order: a Quote accepted by the Customer under clause 3.

Personal Data: has the meaning given in the Data Protection Legislation.

Quote: a quotation issued by the Supplier, including one issued through the Distributor's quoting platform.

Services: the professional services described in an Order, including data migration, configuration, onboarding, support, managed and consultancy services, but excluding the Third-Party Products themselves.

Third-Party Product: software, cloud services or other products published or provided by a Vendor.

Vendor: the publisher or provider of a Third-Party Product, such as Microsoft Corporation and its affiliates.

Vendor Terms: the terms on which a Vendor licenses or provides a Third-Party Product to its end users. For Microsoft, this means the Microsoft Customer Agreement and the product terms, data protection terms and service level agreements referred to in it.

2.2 In these Terms:

(a) headings do not affect interpretation;

(b) "including" and similar words mean "including without limitation";

(c) "writing" and "written" include email;

(d) a reference to legislation includes that legislation as amended, extended or re-enacted.

3. Quotes and formation of the Contract

3.1 A Quote is an invitation to treat, not an offer. It is valid for the period stated in it or, if none is stated, for 30 days. The Supplier may withdraw or revise a Quote at any time before it is accepted, including where a Vendor or Distributor changes its prices.

3.2 The Contract is formed when the Customer accepts a Quote and the Supplier confirms acceptance in writing or begins performance, whichever is earlier. Acceptance may be given by signature, electronic signature, online acceptance or email.

3.3 The Customer is responsible for checking that the Order accurately states the products, Licence Count, Commitment Term and billing frequency it requires. After the Cancellation Window has closed, these cannot be reduced or cancelled during the Commitment Term.

3.4 A start date shown in an Order is indicative. Each Commitment Term starts on the date the Cloud Subscription is provisioned, and the Supplier will confirm that date in writing.

4. Cloud Subscriptions

4.1 The Supplier resells Cloud Subscriptions. Each Third-Party Product is provided by its Vendor, not by the Supplier, and the Supplier does not own or control it.

4.2 Before any Cloud Subscription is provisioned, the Customer must accept the applicable Vendor Terms. For Microsoft products, this is the Microsoft Customer Agreement.

(a) The Customer authorises the Supplier to record and submit evidence of that acceptance (the name and email of the person accepting, and the date) to the Vendor and the Distributor.

(b) The Supplier may refuse to provision any Cloud Subscription until acceptance is confirmed.

(c) The Customer must comply with the Vendor Terms. It is responsible for its users' compliance.

4.3 Vendors may update, change or withdraw features of Third-Party Products in accordance with the Vendor Terms. The Supplier is not responsible for those changes.

4.4 The Supplier will pass on to the Customer, so far as it is able, the benefit of any warranty, service credit, refund or other remedy it receives from a Vendor or Distributor in respect of a Cloud Subscription. Subject to clause 16.1, this is the Customer's sole remedy against the Supplier for any failure, outage or defect in a Third-Party Product that is not caused by the Supplier's breach of the Contract.

4.5 Unless the Order includes additional Services, the Supplier will provide first-line support for Cloud Subscriptions during Business Hours. First-line support means logging the issue, providing basic guidance and escalating it to the Distributor or Vendor. It does not include configuration, migration, security management or project work.

4.6 To administer Cloud Subscriptions, the Customer will grant the Supplier delegated administrative access (for Microsoft, Granular Delegated Admin Privileges, or GDAP).

(a) The Supplier will request only the roles and duration reasonably necessary.

(b) The Customer may revoke access at any time. If it does, the Supplier will not be responsible for any resulting inability to provide support or Services.

4.7 The Customer owns its Microsoft 365 tenant and its Customer Data. The Customer should keep at least one global administrator account under its own control at all times.

5. Microsoft New Commerce Experience and other commitment-based subscriptions

5.1 **Commitment.** Each Cloud Subscription is purchased for its Commitment Term. The Customer must pay the Fees for the full Licence Count for the whole Commitment Term, whether or not the licences are used. This is a primary payment obligation, reflecting the Supplier's non-cancellable commitment to the Distributor.

5.2 **Cancellation Window.** The Customer may cancel a Cloud Subscription, or reduce its Licence Count, only by written notice received by the Supplier at least 24 hours before the Cancellation Window closes. The Supplier will credit or refund the Customer pro rata, to the extent the Vendor credits the Supplier. After the Cancellation Window closes, no cancellation or reduction is possible until the end of the Commitment Term.

5.3 **Adding licences.** The Customer may increase the Licence Count at any time. Added licences:

(a) end on the same date as the existing Commitment Term;

(b) are charged pro rata from the date they are added, at the price the Vendor applies to them;

(c) may be reduced only within their own Cancellation Window.

5.4 **Upgrades and downgrades.** Where the Vendor permits, the Customer may upgrade to a higher-tier product during the Commitment Term. Downgrades and reductions take effect only at renewal.

5.5 **Renewal.** Each Cloud Subscription renews automatically at the end of its Commitment Term for a further term of the same length, unless the Customer gives written notice of cancellation or change at least 30 days before the renewal date (or, for monthly terms, within the period in clause 5.8). For Commitment Terms of 12 months or more, the Supplier will use reasonable endeavours to notify the Customer of the renewal date and renewal price before the Customer's notice deadline.

5.6 **Price.** The Fees for a Cloud Subscription are fixed for its Commitment Term, except for changes in VAT or other taxes or duties. The Fees for each renewal term are the Supplier's then-current prices. For annual or longer terms, these are notified under clause 5.5. For monthly terms, the Supplier will give at least 30 days' written notice of any price change.

5.7 **Billing frequency.** Annual-term Cloud Subscriptions are invoiced annually in advance, unless the Order states monthly billing. Monthly billing is an instalment arrangement only; it does not reduce the Commitment Term or the total Fees payable.

5.8 **Monthly-term subscriptions.** Where the Order states a monthly Commitment Term, the Cloud Subscription renews monthly. The Customer may cancel it with effect from the next renewal date by written notice received at least 5 Business Days before that date.

5.9 **Changes to Vendor rules.** If a Vendor changes its commitment, cancellation or pricing rules, the Supplier will notify the Customer. The Vendor's rules will then apply to new Orders, increases and renewals.

6. Services

6.1 The Supplier will provide the Services described in the Order with reasonable care and skill, and in accordance with Good Industry Practice.

6.2 Any dates or timescales given for the Services are estimates only. Time is not of the essence.

6.3 Either party may request a change to the Services. No change is binding until agreed in writing, including any change to the Fees or timescales.

6.4 Work outside the scope of an Order is chargeable at the Supplier's then-current day or hourly rates. The Supplier will tell the Customer before starting any such work.

6.5 Unless the Order states otherwise, recurring managed Services have an initial term of 12 months from their start date. After that, they continue until either party gives at least 90 days' written notice of termination, expiring at or after the end of the initial term.

6.6 The Supplier may use subcontractors to perform the Services. It remains responsible for their acts and omissions.

6.7 **Data migration.** Before any data migration starts, the Customer must:

(a) confirm in writing the scope of data to be migrated (for example, mailboxes, files and sites);

(b) ensure that a complete, current backup of the source data exists, unless the Order states that the Supplier will take that backup; and

(c) provide the access and credentials reasonably required to the source and destination systems.

6.8 The Supplier is not responsible for data that is corrupt, incomplete or unsupported in the source system, or for data outside the agreed scope. The Customer must check the migrated data and report any defect in writing within 10 Business Days of the Supplier notifying it that the migration is complete. If no defect is reported in that period, the migration is accepted. The Supplier will correct reported defects caused by its breach of the Contract at no charge.

6.9 **Configuration.** The Supplier will configure Cloud Subscriptions as described in the Order. The Customer must review and approve any configuration that changes security, access or compliance settings before it is applied. The Customer is responsible for decisions about its own policies, and for any integration with systems not supplied by the Supplier.

7. Customer obligations

7.1 The Customer must:

(a) provide accurate and complete information, and keep its contact, billing and technical contact details up to date;

(b) provide timely access, information, decisions and co-operation reasonably required by the Supplier;

(c) ensure that only authorised users access the Cloud Subscriptions, and that credentials are kept secure;

(d) use multi-factor authentication for all user and administrator accounts, unless otherwise agreed in writing;

(e) not use more licences than it has purchased;

(f) not use the Cloud Subscriptions or Services for any unlawful purpose, or in breach of the Vendor Terms;

(g) promptly notify the Supplier of any actual or suspected security incident or unauthorised access.

7.2 **Backup.** The native retention features of Third-Party Products are not a substitute for an independent backup. Unless the Customer has ordered a backup service from the Supplier, the Customer is responsible for backing up its Customer Data.

7.3 If the Supplier's performance is prevented or delayed by any act or omission of the Customer or its users, the Supplier is not liable for the resulting delay or failure. It may charge the Customer for any reasonable additional costs incurred as a result.

8. Fees and payment

8.1 The Customer must pay the Fees set out in the Order. All Fees are in pounds sterling and exclusive of VAT, which is payable in addition at the applicable rate.

8.2 Cloud Subscriptions are invoiced in advance for each billing period: annually, or monthly where the Order states monthly billing. The Supplier may require payment of the first invoice in cleared funds before provisioning.

8.3 Unless the Order states otherwise:

(a) recurring managed Services are invoiced monthly in advance;

(b) project and time-and-materials Services are invoiced monthly in arrears.

8.4 Invoices are payable within 14 days of the invoice date, in cleared funds, to the account stated on the invoice. The Supplier may require payment by Direct Debit or card.

8.5 **Late payment.** If the Customer fails to pay any sum by its due date, the Supplier may charge:

(a) interest on the overdue amount at 8% a year above the Bank of England base rate from time to time, accruing daily from the due date until payment, under the Late Payment of Commercial Debts (Interest) Act 1998;

(b) the fixed-sum compensation provided by that Act;

(c) its reasonable costs of recovery, to the extent they exceed that fixed sum.

8.6 **Disputed invoices.** If the Customer disputes an invoice in good faith, it must notify the Supplier in writing within 10 Business Days of the invoice date, giving full details. It must pay any undisputed part by the due date.

8.7 **Price changes for Services.** The Supplier may increase its Fees for recurring Services once in any 12-month period by giving at least 30 days' written notice. Fees for Cloud Subscriptions change only under clauses 5.5 and 5.6.

8.8 The Customer must pay all sums due in full, without set-off, counterclaim, deduction or withholding, except as required by law.

9. Suspension

9.1 If any undisputed sum is overdue by more than 14 days, the Supplier may give the Customer 7 days' written notice. If the sum is still unpaid when that notice expires, the Supplier may suspend the Services, and ask the Distributor or Vendor to suspend the Cloud Subscriptions, until payment is received in full.

9.2 The Supplier may also suspend access to Cloud Subscriptions or Services immediately, if reasonably necessary:

(a) to protect the security or integrity of the Customer's or the Supplier's systems;

(b) to comply with law;

(c) because a Vendor or Distributor requires it.

The Supplier will notify the Customer as soon as reasonably practicable.

9.3 Fees continue to accrue during any suspension under clause 9.1. Suspension does not extend or reduce any Commitment Term.

10. Term and termination

10.1 The Contract continues for as long as any Order remains in force.

10.2 Either party may terminate the Contract, or any affected Order, immediately by written notice if the other party:

(a) commits a material breach that cannot be remedied, or that is not remedied within 30 days of written notice requiring it to be remedied; or

(b) to the extent permitted by law, suspends payment of its debts, enters any insolvency procedure, or ceases or threatens to cease to carry on business.

10.3 Failure to pay any undisputed sum within 30 days of its due date, after written notice, is a material breach for the purpose of clause 10.2(a).

10.4 The Customer may not terminate a Cloud Subscription for convenience during its Commitment Term, except within the Cancellation Window under clause 5.2.

10.5 If a Vendor or Distributor discontinues a Third-Party Product, or ends the Supplier's right to resell it, the Supplier may terminate the affected Cloud Subscription on as much notice as is reasonably practicable. In that case, the Supplier will:

(a) refund any prepaid Fees for the unexpired period, to the extent they are refunded or credited to the Supplier; and

(b) help the Customer move to a reasonable alternative.

11. Consequences of termination

11.1 Termination does not affect any rights, remedies or liabilities that have accrued by the date of termination.

11.2 If the Supplier terminates under clause 10.2, or the Customer terminates other than under clause 10.2, all Fees for the remainder of each current Commitment Term become due immediately. These Fees are payable as amounts the Customer has already committed to pay under clause 5.1, not as damages.

11.3 If the Customer terminates under clause 10.2 for the Supplier's breach:

(a) the Customer must pay for Services performed and Cloud Subscriptions provided up to the termination date;

(b) where the Vendor permits, the Supplier will co-operate in transferring the Cloud Subscriptions to another provider for the rest of their Commitment Term, at no charge.

11.4 **Exit assistance.** On termination for any reason, the Supplier will, on request:

(a) transfer administrative control of the Customer's tenant and accounts to the Customer or its nominee;

(b) remove its delegated administrative access;

(c) return or delete Customer Data in its possession, in accordance with Schedule 1.

Exit assistance beyond these steps is chargeable at the Supplier's then-current rates, unless termination results from the Supplier's breach.

11.5 The following clauses survive termination: 5.1, 8, 11, 12, 13, 14, 16, 18, 20 and 21, and Schedule 1, together with any other provision that is intended to survive.

12. Data protection

12.1 Each party must comply with the Data Protection Legislation.

12.2 **Roles of the parties.**

(a) The Customer is the controller of the Personal Data within the Customer Data.

(b) The Supplier is the Customer's processor when it processes that Personal Data in providing the Services, including when it uses delegated administrative access.

(c) Schedule 1 applies to that processing.

12.3 **Vendors.** Vendors process Customer Data within Third-Party Products under their own data protection terms with the Customer. For Microsoft, these are the Microsoft Products and Services Data Protection Addendum. Vendors are not the Supplier's sub-processors for that processing.

12.4 **Supplier as controller.** The Supplier is a controller of the business contact and account data it uses to manage its relationship with the Customer, including data it shares with the Distributor to provision and bill Cloud Subscriptions. It processes that data in line with its privacy notice at solvida.co.uk/privacy.

13. Confidentiality

13.1 Each party must keep the other's confidential information confidential. It may use it only to perform or receive the benefit of the Contract.

13.2 A party may disclose confidential information:

(a) to its employees, officers, subcontractors, professional advisers, insurers and (in the Supplier's case) Vendors and Distributors, who need to know it for the purposes of the Contract and who are bound by equivalent obligations of confidence;

(b) as required by law, a court or a regulator, giving the other party prior notice where lawful.

13.3 This clause does not apply to information that:

(a) is or becomes public other than through breach of the Contract;

(b) was lawfully in the recipient's possession before disclosure;

(c) is received lawfully from a third party without restriction;

(d) is independently developed.

13.4 This clause continues for 5 years after the Contract ends. For trade secrets and Customer Data, it continues indefinitely.

14. Intellectual property

14.1 Each party keeps all intellectual property rights it owned before the Contract or develops independently of it.

14.2 The Customer owns all rights in the Customer Data. The Customer grants the Supplier a non-exclusive, royalty-free licence to use the Customer Data only as necessary to perform the Contract.

14.3 The Supplier owns all rights in its own materials, including scripts, templates, configurations, documentation and know-how, whether created before or during the Contract. The Supplier grants the Customer a non-exclusive, non-transferable licence to use any such materials delivered to it, for its internal business purposes, for as long as it needs them.

14.4 Third-Party Products are licensed to the Customer by the Vendor under the Vendor Terms. No intellectual property rights in them pass to the Customer under the Contract.

14.5 The Supplier may name the Customer as a client, or use its logo, only with the Customer's prior written consent.

15. Warranties

15.1 The Supplier warrants that:

(a) it will perform the Services with reasonable care and skill;

(b) it is authorised by the relevant Distributor to resell the Cloud Subscriptions.

15.2 If the Services do not comply with clause 15.1 and the Customer notifies the Supplier within 30 days of performance, the Supplier will re-perform the affected Services at no charge. Subject to clause 16, this is the Customer's sole remedy for that non-compliance.

15.3 The Supplier does not warrant that:

(a) the Cloud Subscriptions or Services will be uninterrupted or error-free;

(b) any security product or service will prevent every security incident;

(c) any Third-Party Product will meet the Customer's particular requirements.

Warranties for Third-Party Products are given by the Vendor under the Vendor Terms.

15.4 The Customer warrants that it has full authority to enter into the Contract, and that the information it gives the Supplier is accurate.

15.5 Except as expressly stated in the Contract, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16. Limitation of liability

16.1 Nothing in the Contract limits or excludes any liability:

(a) for death or personal injury caused by negligence;

(b) for fraud or fraudulent misrepresentation;

(c) of the Customer to pay the Fees;

(d) that cannot be limited or excluded by law.

16.2 Subject to clause 16.1, neither party is liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:

(a) loss of profits, revenue, business or anticipated savings;

(b) loss of goodwill or reputation;

(c) indirect or consequential loss.

16.3 Subject to clauses 16.1 and 16.2, each party's total aggregate liability arising out of or in connection with the Contract, in each period of 12 months from the date of the first Order, is limited to the greater of:

(a) the total Fees paid and payable by the Customer under the Contract in that 12-month period; and

(b) £25,000.

16.4 **Loss of data.** Subject to clause 16.1, the Supplier's liability for loss or corruption of Customer Data is limited to the reasonable cost of restoring the data from the latest available backup. This liability counts towards the limit in clause 16.3.

16.5 **Third parties.** Subject to clause 16.1, the Supplier is not liable for the acts, omissions, outages or defects of any Vendor, Distributor or Third-Party Product, except to the extent caused by the Supplier's breach of the Contract. Clause 4.4 applies.

16.6 The Customer must notify the Supplier of any claim within 12 months of the date it became aware, or ought reasonably to have become aware, of the grounds for the claim. Any claim not notified within that period is barred.

17. Force majeure

17.1 Neither party is liable for any delay or failure to perform caused by events beyond its reasonable control. These include:

(a) outages of Vendor, Distributor, hosting or telecommunications services;

(b) cyber attacks that the affected party could not reasonably have prevented by following Good Industry Practice;

(c) pandemic, war, terrorism, civil unrest, government action or sanctions;

(d) fire, flood, storm or other natural disaster.

17.2 This clause does not excuse any obligation to pay money.

17.3 If an event under clause 17.1 prevents the Supplier from performing the Services for more than 60 days, either party may terminate the affected Services by written notice. Fees for Cloud Subscriptions remain payable, except to the extent the Vendor credits the Supplier.

18. Non-solicitation

18.1 During the Contract and for 6 months after it ends, the Customer must not, without the Supplier's prior written consent, solicit, engage or employ (directly, or through any other company or agency) any employee, contractor or subcontractor of the Supplier who was materially involved in providing the Services. This includes any individual engaged by the Supplier through their own personal service company.

18.2 This clause does not prevent the Customer from employing anyone who responds to a general public advertisement not targeted at the Supplier's personnel.

18.3 If the Customer breaches clause 18.1, it must pay the Supplier a sum equal to 20% of the first year's remuneration or fees payable by the Customer to that person (or to their company). The parties agree that this sum is proportionate to the Supplier's legitimate interest in retaining its personnel and covering its recruitment and replacement costs.

19. Compliance

19.1 Each party must comply with:

(a) the Bribery Act 2010;

(b) the Modern Slavery Act 2015;

(c) all applicable sanctions and export control laws.

19.2 The Customer must not use, export or allow access to any Third-Party Product in breach of UK, US or other applicable sanctions or export controls. This includes use by or for the benefit of a sanctioned person or in a sanctioned territory.

20. Disputes

20.1 If a dispute arises, either party may give written notice of it to the other. Senior representatives of each party will meet within 10 Business Days of that notice and try in good faith to resolve the dispute.

20.2 If the dispute is not resolved within 20 Business Days of the notice, either party may:

(a) propose mediation; or

(b) start court proceedings.

20.3 Nothing in this clause prevents either party from seeking urgent injunctive relief, or prevents the Supplier from recovering undisputed debts.

21. General

21.1 **Assignment.** The Customer may not assign or transfer the Contract without the Supplier's prior written consent. The Supplier may assign the Contract to a group company or to a purchaser of all or part of its business, on written notice.

21.2 **Entire agreement.** The Contract is the entire agreement between the parties. Each party acknowledges that it has not relied on any statement or representation not set out in the Contract. Nothing in this clause limits liability for fraud.

21.3 **Variation.** Except under clause 21.4, no variation of the Contract is effective unless it is in writing and agreed by both parties.

21.4 **Updates to these Terms.** The Supplier may update these Terms by giving at least 30 days' written notice.

(a) Updates apply to Orders placed and renewals starting after the update takes effect.

(b) Changes required by a Vendor, a Distributor or law may take effect on shorter notice, where that is necessary.

21.5 **Waiver.** A failure or delay in exercising a right or remedy is not a waiver of it.

21.6 **Severance.** If any provision is found invalid or unenforceable, it is to be modified to the minimum extent necessary to make it valid. The rest of the Contract is not affected.

21.7 **No partnership.** Nothing in the Contract creates a partnership, joint venture or agency between the parties.

21.8 **Third-party rights.** No one other than the parties has any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

21.9 **Notices.** Notices must be in writing and sent by email to the addresses stated in the Order (or as updated by written notice), or delivered by hand or recorded delivery to the recipient's registered office.

(a) An email notice is received when sent, if sent before 5.00 pm on a Business Day, and otherwise at 9.00 am on the next Business Day.

(b) Notices of breach, termination or a claim must also be sent by recorded delivery or delivered by hand.

21.10 **Electronic signature and counterparts.** The Contract may be signed electronically and in counterparts.

21.11 **Governing law and jurisdiction.** The Contract, and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Schedule 1 – Data Processing Terms

This Schedule sets out the terms required by Article 28 of the UK GDPR for the Supplier's processing of Personal Data as the Customer's processor.

Part A – Particulars of processing

Item	Details
Subject matter	Processing of Customer Personal Data in providing the Services and administering Cloud Subscriptions
Duration	The term of the Contract, plus the period needed to return or delete data under paragraph 9 of Part B
Nature and purpose	Tenant and user administration, licence provisioning, technical support, security monitoring, configuration, migration and, where ordered, backup
Types of Personal Data	Names, business contact details, user IDs and roles, device and log data, and the content of emails, files and messages to the extent accessed incidentally
Data subjects	The Customer's employees, contractors, customers and other individuals whose data is held in the Customer's systems
Special category data	May be present in Customer Data. The Customer must tell the Supplier if it holds special category or criminal offence data that the Supplier is likely to access.

Part B – Processor obligations

The Supplier must:

1. **Instructions:** process Customer Personal Data only on the Customer's documented instructions, including on international transfers, unless required to do otherwise by UK law. In that case, it must inform the Customer before processing, unless the law prohibits this. The Contract and the Customer's use of the Services are the Customer's documented instructions.
2. **Unlawful instructions:** tell the Customer immediately if, in its opinion, an instruction infringes the Data Protection Legislation.
3. **Confidentiality:** ensure that everyone authorised to process Customer Personal Data is bound by a duty of confidentiality.
4. **Security:** implement appropriate technical and organisational measures under Article 32 of the UK GDPR, including those in Part C.
5. **Sub-processors:** not engage another processor except under paragraph 10.
6. **Data subject rights:** taking into account the nature of the processing, assist the Customer with appropriate measures to respond to requests from data subjects exercising their rights.
7. **Compliance assistance:** assist the Customer with its obligations under Articles 32 to 36 of the UK GDPR, covering security, personal data breach notification, data protection impact assessments and prior consultation with the Information Commissioner.
8. **Personal data breaches:** notify the Customer without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting Customer Personal Data. It must give the information the Customer reasonably needs to meet its own reporting obligations.
9. **Return or deletion:** at the end of the Services, at the Customer's choice, delete or return all Customer Personal Data within 30 days, and delete existing copies, unless UK law requires storage.

10. **Sub-processor authorisation:** the Customer gives general written authorisation for the sub-processors listed in Part D. The Supplier must: (a) give at least 14 days' written notice of any intended addition or replacement, during which the Customer may object on reasonable data protection grounds; (b) impose data protection obligations on each sub-processor equivalent to those in this Schedule; and (c) remain fully liable to the Customer for each sub-processor's performance.
11. **International transfers:** not transfer Customer Personal Data outside the United Kingdom unless the transfer complies with Chapter V of the UK GDPR, for example under UK adequacy regulations or the International Data Transfer Agreement or Addendum.
12. **Audit:** make available all information necessary to demonstrate compliance with Article 28, and allow audits by the Customer or its auditor. Audits require at least 30 days' notice, may take place no more than once in any 12-month period (except after a personal data breach), and are at the Customer's cost.

Part C – Security measures

- Multi-factor authentication on all Supplier accounts with access to Customer systems.
- Least-privilege, time-limited delegated access, reviewed at least every 6 months.
- Encryption of Customer Personal Data in transit and at rest on Supplier systems.
- Logging of administrative actions.
- Staff vetting and annual data protection and security training.

Part D – Authorised sub-processors

The Customer authorises the sub-processors listed at solvida.co.uk/subprocessors, as updated under paragraph 10 of Part B. These are the Supplier's Distributors from time to time, for licence provisioning, billing and distributor support. The Supplier will give the Customer the name and details of any sub-processor on request.

Microsoft and other Vendors are not sub-processors of the Supplier (see clause 12.3).

Schedule 2 – Cloud Subscription summary

This summary is for convenience. If it conflicts with clause 5, clause 5 prevails.

Topic	Annual term, billed annually	Monthly term
Commitment	12 months, full Licence Count	1 month, renewing monthly
Price	Fixed for the 12 months	May change at each monthly renewal, on 30 days' notice
Cancel or reduce	Only within the Cancellation Window (currently 7 days)	Within the Cancellation Window, or with effect from the next renewal
Add licences	Any time, co-termed and charged pro rata	Any time
Upgrade	Mid-term, where the Vendor permits	Mid-term, where the Vendor permits
Downgrade	At renewal only	At renewal
Renewal	Automatic, unless notice is given 30 days before the renewal date	Automatic, unless notice is given 5 Business Days before the renewal date
Invoicing	Annually in advance	Monthly in advance

Schedule 3 – Order acceptance

By signing below, the Customer accepts the quote with Quote ID _____ and agrees to these Terms of Business (version 1.2) and the Microsoft Customer Agreement.

	Customer	Supplier

	Customer	Supplier
Legal name		Solvida Limited
Company number		07232433
Registered office		124 City Road, London EC1V 2NX
Notice email		info@solvida.co.uk
Billing contact		–
Signed by (name)		Paul Kelly
Position		Director
Signature		
Date		