

## UK LOCAL COUNCILS SERVICE AGREEMENT

### **The Software**

Our products collectively known as 'UK Local Councils' (UKLC) include: Local Council, Association of Local Council and e-Government web technologies will be referred to as 'the software'.

### **The Licence**

2commune Limited will grant the client a non-transferable annual licence to use the software. The UKLC Website Package includes an annual licence, site hosting, technical support, training and membership of UKLC. In the event of any failure of 2commune all rights to the software would pass to Cuttlefish Multimedia Limited (our business partner) and in the event of their failure all clients would be granted a licence in perpetuity.

### **Hosting peace of mind**

We provide secure, resilient hosting and web server management, using Rackspace as our hosting partner, for hosting the software. Hosting will be on either managed dedicated servers or scalable cloud servers depending on requirements. Rackspace's SLA will therefore be passed on by us to you.

Rackspace Managed Hosting SLA can be found here: <http://www.rackspace.co.uk/legal/managed-hosting-terms/>  
Rackspace Cloud Servers SLA can be found here: <http://www.rackspace.co.uk/legal/cloud-sla-servers/>

Hosting is supplied via a secure and resilient data centre located within the EU and compliant with all relevant UK & EU law. Rackspace's certifications are as follows: ISO 27001:2005 (Information Security); ISO 9001:2008 (Quality Management); ISAE 3402 Type II Service Organization Control; PCI Data Security Standard (DSS); ISO 14001:2004 (Environmental Management) and BS OHSAS 18001:2007 (Occupational Health & Safety).

We utilise Rackspace's imaging and backup services, to create daily and weekly images, as part of our policy of operating multiple redundancies to protect data should any hardware failures occur. We also create overnight mirrors of all the necessary databases and code kept on a RAID1 NAS at our Loughborough office ensuring multiple levels of redundancy in a different location to Rackspace and could spin up a new server with another provider in the highly unlikely event that Rackspace had any issues.

### **Rackspace Cloud Servers Service Level Agreement includes:**

- Network availability 100%;
- Data Centre Infrastructure functioning 100%;
- Cloud Server Hosts guarantee of functioning including compute, storage and hypervisor. If a cloud server host fails there is a guarantee that restoration or repair will be complete within one hour of problem identification.

### **Rackspace Security includes:**

- Control of physical access including video surveillance, proximity-based access cards and biometric hand scanners.
- Screening of Rackspace personnel and use of administrative access codes
- Transparent reporting and response to any security breach with release of all available information

### **Rackspace Customer Data Security:**

Rackspace's security obligations with respect to our Data are limited to the following: Rackspace agrees to follow security procedures at least as stringent, in Rackspace's reasonable judgment, as those described in Rackspace security above. Rackspace makes no other representation regarding the security of Customer Data. Rackspace

has no knowledge of the data being stored within the Rackspace Cloud system, including the quantity, value or use of the data.

**Promises we do not make**

We do not promise that our Service will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Customer Data, Confidential Information, and property.

You are solely responsible for determining the suitability of the Service for your use in light of any applicable regulations such as GDPR, or other applicable data privacy laws and regulations.

**Ownership of Intellectual Property**

Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by us during the performance of the Service shall belong to us unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

**Ownership of other property**

You do not acquire any ownership interest in or right to possess the software, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on your website or other devices or media.

**Intellectual Property Infringement**

If we or you are faced with a credible claim that the software infringes the intellectual property rights of a third party, and we are not reasonably able to obtain the right to use the infringing element or modify the software such that they do not infringe, then we may remove the element on reasonable notice, and will not have any liability on account of such removal.

**Confidentiality**

By the nature of this service we will have full access to ALL data on your website.

2commune agrees to treat as secret and confidential and not at any time for any reason during or after the termination of the Service to disclose or permit to be disclosed or made use of any confidential information concerning your business and its operations which we may acquire in the course of the Service.

We will impose equivalent obligations of confidentiality on our own personnel and obtain written assurances from any third parties to whom information has to be disclosed in order to enable us to carry out our obligations under the Service.

For the avoidance of doubt, the restrictions in this Clause shall not prevent: the disclosure or use of information in the proper performance of our duties; the disclosure of information if required by law; the disclosure of information by one party who acquired it from a third party which was not under an obligation of confidentiality to the other party; or the disclosure of information which is already in the public domain otherwise than through unauthorised disclosure by 2commune.

2commune will be able to use the name of the Client in any list of clients used by it for its own promotional purposes unless the Client has notified us in writing that it is unwilling for its name to be so used. The provisions of this clause shall survive the expiry or termination of the Service.

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