



Lamplight Hosting Agreement

Between
and
Lamplight Database Systems Limited.

Dated 20th Oct 2025

THIS HOSTING AGREEMENT is made on 20th Oct 2025

BETWEEN:

(1)

Lamplight Database Systems Ltd (company number 5184376) having its registered office at Lamplight HQ, PO Box 79236, LONDON, NW26 9RG ("Lamplight"), and

(2)

Rc (charity number Company/CIC number .) with its registered office at (the "Customer").

RECITALS:

1.

Lamplight has created an application which, together with the services of a third party host, is capable of providing certain web-based functionality to the Customer.

2.

The Customer wishes to engage Lamplight to provide it with a hosted solution, comprising software created by Lamplight and hosted by a third party, with Lamplight assuming responsibility in full for its own services and in part for those of the third party host.

3.

Lamplight intends to use, where possible, public domain or open source software in providing the Services.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement, unless the context requires otherwise, the following expressions have the following meanings:

"Agreement" means the provisions of this agreement and the appendices to it.

"Application"

means the software and other material created by Lamplight which is used to provide the Service, as further described in Appendix 1.

"Commencement Date"

means the date (if any) on which the Services are to be commenced as specified in Appendix 1.

"Customer Data"

means the data needed in order to configure and install the Application and the data provided by the Customer in the course of using the Service, including any personal data.

"Data Protection Legislation"

means the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other applicable laws relating to the processing of personal data, privacy, the protection of personal data in electronic communications, and direct marketing, including any applicable law or regulation which supersedes, replaces or implements in the United Kingdom any of the foregoing.

"Data Protocol"

means a protocol setting out the types of personal data which may be processed by Lamplight in the performance of the Services, the subject matter of the processing, and the duration of the processing, as set out in Appendix 4, and any further data protocol which is agreed in writing and signed by the parties.

"Fees"

means any fees payable to Lamplight under this Agreement, as specified in Appendix 1.

"GDPR"

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

"Initial Term"

means the period specified in Appendix 1.

"Intellectual Property Rights"

means patents, trademarks, copyright, design rights, domain names, database rights and any other information relating to the proprietary business or affairs of either party (whether registered, unregistered, pending or applied for) and anything related or similar thereto.

"Permitted Users"

means the number of licensed users employed by or under the control of the Customer as specified in Appendix 1.

"Service Provider"

means the third parties hosting the Application and providing other services, as specified in Appendix 1.

"Service Provider Terms"

means the terms and conditions of use of the Service Provider, links to the current versions of which are annexed to this as Appendix 1.

"Services"

means the services as specified in Appendix 2.

"Third Party Application"

means the software, documentation and other materials provided by a third party which are used to provide the Services in addition to the Application.

"Training"

means the training services (if any) as further described in Appendix 2.

1.2

In this Agreement, the terms **personal data, data controller, controller, data processor, processor, process, data subject, data protection impact assessment**, and **personal data breach** shall each have the applicable meaning set out in the Data Protection Legislation.

1.3

Clause, appendix and paragraph headings do not affect the interpretation of this Agreement. A reference to a clause or an appendix is a reference to a clause of, or an appendix to, this Agreement.

1.4

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

1.5

Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and a reference to one gender includes a reference to the other genders.

1.6

A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it. Provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.7

A reference to writing or written includes faxes but not e-mail.

1.8

Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.

2.

PRODUCTS AND SERVICES TO BE PROVIDED

2.1

Lamplight hereby agrees during the term of this Agreement to:

2.1.1

provide the Services from the Commencement Date,

2.1.2

grant or procure a licence to or for the Customer and the Permitted Users to use the Application and any Third Party Applications as part of the Service only and to the extent envisaged by this Agreement,

2.1.3

procure the provision of the hosting services by the Service Provider in accordance with and subject to the Service Provider's Terms, and

2.1.4

provide general administrative and limited front line support in the use of the Service as specified in Appendix 2.

upon the terms and conditions in this Agreement.

2.2

The Customer hereby agrees:

2.2.1

to be bound by the terms of this Agreement,

2.2.2

to be bound by the Service Provider's Terms,

2.2.3

that the use of the Third Party Applications shall be subject to the licence terms accompanying them,

2.2.4

that it may only use the Service for processing its own data for its own internal purposes, and

2.2.5

that it is the Customer's responsibility to ensure that the level of backups provided meets its needs, including where necessary requiring additional backups and security, or making local backup copies itself of the Customer Data.

2.3

Lamplight shall endeavour to meet any delivery or supply dates specified in this Agreement, but these are to be regarded as indicative or estimated only unless the parties specifically agree otherwise in writing.

3.

PAYMENT OF THE FEES

3.1

The Customer shall pay to Lamplight the Fees as and when they become due or as specified in Appendix 1. VAT and any other taxes, duties or levies shall be paid in addition by the Customer at the then prevailing rate prescribed by law where necessary. Payment of invoices shall be made within thirty days of the date of invoice or on the due date for payment specified in Appendix 1, if different.

3.2

If any sums due under this Agreement are not paid by the due date Lamplight reserves the right, without prejudice to any other right or remedy it may have, to suspend the provision of the Services and/or to charge interest on any unpaid monies due at the rate required by The Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time from the date the payment became due.

3.3

The Customer shall notify Lamplight in writing within fourteen days of receipt of an invoice if it considers it to be incorrect or invalid for any reason, failing which it will be deemed accepted. If only part of an invoice is disputed, then the Customer will pay the undisputed part.

4.

ACCEPTANCE TESTS

4.1

Prior to using the Services in a live environment the Customer must ensure that the Services function as expected, failing which the Customer must immediately inform Lamplight of any errors. If the Customer uses the Services in a live environment without allowing Lamplight to correct any errors or without testing the Services then the Services shall be deemed to be accepted and Lamplight shall have no liability for any errors which otherwise would have been identified and corrected.

5.

PROPRIETARY RIGHTS AND SERVICE PROVIDERS

5.1

The Intellectual Property Rights to the Application and the Third Party Applications are and shall remain the property of Lamplight and the licensors of the Third Party Applications as the case may be. The Intellectual Property Rights to the Customer Data shall be the property of the Customer and/or the Customer's licensors as the case may be but the Customer hereby grants Lamplight a licence to use the same only to the extent necessary for it to perform its obligations under this Agreement.

5.2

The Customer shall notify Lamplight immediately if the Customer becomes aware of any unauthorised access to, use or copying of the Application and/or Service by any person.

5.3

Lamplight reserves the right at any time to replace or vary the Third Party Applications and/or the Service Provider. Where the Service Provider changes then the Customer's continued use of the Services may be dependent on the Customer agreeing any new Service Provider's Terms. Lamplight shall use all reasonable endeavours to minimise any disruption or interruption in the Services, but the Customer acknowledges that the Service may have to be suspended while this is undertaken. Where possible Lamplight shall give the Customer 14 days' notice thereof.

5.4

Where the Customer is not satisfied with a replacement or variation of the Third Party Application and/or Service Provider the Customer may terminate this Agreement on giving 30 days' notice thereof in writing to Lamplight. Lamplight will endeavour to give 14 days' prior written notice of any such variation or replacement and in any case will inform the Customer of any such change or variation in advance. The Customer should notify Lamplight of any objections within that time and will be deemed to have accepted the replacement or variation after that time.

5.5

Lamplight may from time to time upgrade and/or enhance the Services, which may require the cessation or interruption of the Service. Lamplight shall use all reasonable endeavours to avoid doing so during the hours of 8am and 8pm on working days. Where Lamplight or the Service Provider are required to undertake emergency maintenance which is necessary to safeguard the Service and/or any systems on which it operates then it shall be entitled to do so at any time but nonetheless shall endeavour to provide as much advance warning as it can to the Customer.

6.

CHANGE CONTROL

6.1

For any changes to the Services and/or Application the Customer shall prepare and submit to Lamplight details of the changes required (the "**Change Request**"), which shall include without limitation the following:

6.1.1

a proposed timetable for the delivery of the changes,

6.1.2

specific details of the functionality required together with any examples thereof, and

6.1.3

an outline design of any screens, menus or commands required

6.2

Lamplight shall confirm whether the Change Request is achievable or not and shall provide details of any increases to the Fees or other one-off charges which will be payable together with any other changes to this Agreement.

6.3

The Customer shall co-operate with Lamplight fully and shall provide all the information which Lamplight reasonably requires in order to evaluate the Change Request.

6.4

If Lamplight is unable to agree the Change Requests, then it will provide the Customer with details of its objections and shall indicate how those objections can be overcome (if at all possible). The Customer may then modify the Change Request where possible and re-submit it for approval by Lamplight.

6.5

If the parties are unable to agree the Change Request then the parties shall not pursue the the Change Request.

7.

CONFIDENTIALITY

7.1

The parties hereby acknowledge that each may in the performance of their respective obligations under this Agreement disclose confidential information to the other, which will include the Customer Data (the "**Information**"). Both parties undertake to keep the Information confidential and shall not disclose the same to any third parties without the prior written consent of the party, which shall not be unreasonably withheld or delayed. Either party may only divulge the Information to those of its employees, agents or sub-contractors who are bound by a similar confidentiality undertaking and who need to know the same. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Licence or this Agreement.

8.

DATA PROTECTION AND PRIVACY

8.1

The Customer shall be the data controller and Lamplight shall be a data processor.

8.2

The Customer shall ensure that it is entitled to make the Customer Data available to Lamplight so that Lamplight may lawfully process any personal data in accordance with this Agreement (or as otherwise instructed in writing by the Customer) on the Customer's behalf.

8.3

Lamplight shall only process the Customer Data as is described in, and for the purposes set out in the Data Protocol.

8.4

Lamplight will not process any Customer Data on behalf of the Customer for any other purpose, nor process any other personal data on behalf of the Customer, without the Customer's prior written consent. If Lamplight requires access to, or identifies a need to process any, other personal data in order to provide the Services, it shall notify the Customer, and such processing shall be subject to the Data Protocol (as updated or amended to address that additional processing).

8.5

In respect of Customer Data processed by Lamplight and/or which is accessed by Lamplight in the provision of the Services, Lamplight shall:

8.5.1

implement appropriate technical and organisational measures to ensure the security of any personal data when processed by it or when in its possession or control, including against unauthorised or unlawful processing and accidental loss, destruction or damage, and a level of security appropriate to the data security risks presented by processing such data; and taking into account the data protection by design and data protection by default principles under the GDPR;

8.5.2

regularly review and update the technical and organisational measures implemented pursuant to Clause 8.5.1 in order to demonstrate to the Customer that the processing of any personal data by Lamplight is performed in accordance with the Data Protection Legislation;

8.5.3

not transfer any personal data to any country outside the European Economic Area without the Customer's prior written consent (which may be refused at the Customer's sole discretion), subject to compliance with Clause 8.9 and provided always that the transfer complies with the Data Protection Legislation;

8.5.4

provide to the Customer all information, including written details of its data processing activities, as is required by the Customer to demonstrate Lamplight's compliance with the Data Protection Legislation and the terms of this Agreement, and allows its own facilities, procedures and documentation which relate to the processing of any personal data to be inspected and audited by the Customer, a representative of the Customer or a regulatory body subject at all times to Lamplight's reasonable security restrictions and procedures; and

8.5.5

shall ensure that access to any personal data is limited to those of Lamplight's employees and contract personnel who need access to the personal data to assist Lamplight in the performance of this Agreement and that each of Lamplight's employees and contract personnel are subject to confidentiality obligations in respect of the personal data and had appropriate and recent training in data protection, and Lamplight shall ensure that such access is revoked once no longer required and shall procure that such employees and contract personnel comply with the requirements of this Clause 8.

8.6

The parties acknowledge, in respect of Clause 8.5.1, that:

8.6.1

Lamplight will only implement such measures as would be expected of an ordinary business without reference to the Customer's specific operational requirements;

8.6.2

as the processing undertaken by Lamplight is limited to a supporting role in which any "processing" is unlikely to apply to the content of any personal data but rather to the provisioning and hosting of the same. Lamplight cannot and has not ensured that these measures apply to the Customer's use of the Services;

8.6.3

the Customer has had an opportunity to review the proposed measures;

8.6.4

the Customer is responsible for the integrity of the Customer Data itself;

8.6.5

Lamplight's responsibility to restore or recover any Customer Data is limited to the backup and data restoration obligations agreed by the parties as specified in Appendix 3;

8.6.6

the Customer is responsible for the training and supervision of its personnel and agents in using the Services which includes taking appropriate measures against unsafe practices (including verifying the authenticity of communications and links to websites),

8.6.7

that any measures taken in order to safeguard can only take into account commonly understood and accepted security threats; and

8.6.8

the security measures adopted by Lamplight may need to change or be enhanced as circumstances required, which may entail and be subject to an additional third party cost and costs of implementation, but if the Customer fails to implement Lamplight's recommendations for enhanced security then Lamplight shall not be liable for any loss, harm or damage caused or attributable to the Customer's failure to adopt such recommended measures.

8.7

The Customer acknowledges that the ability of any safeguarding measures is dependent on the level of security and other procedures (both technical and organisational) adopted and paid for by the Customer and that no security can provide absolute safeguards. Lamplight can only implement industry standard security procedures and is unable to provide advanced penetration testing and analysis of the Services provided.

8.8

Lamplight shall immediately and in any event within 24 hours upon becoming aware of the same, notify the Customer if it becomes aware of any breach or potential breach of this Clause 8, or if it otherwise has reason to consider that there has been a personal data breach and shall provide the Customer with all such details of the breach as are required by the Customer, and fully cooperate with the Customer in respect of any breach or potential breach and all measures to be taken in response to it, including providing such assistance as the Customer may require to allow it to inform a regulatory authority or data subject of a personal data breach, to conduct a data protection impact assessment or to consult with a regulatory authority regarding the processing of personal data. To the extent that this is not attributable to any failure of Lamplight then the reasonable costs of Lamplight in providing such information and assistance shall be met by the Customer. The Customer shall likewise notify Lamplight if it becomes aware of any breach or potential breach of this Clause 8 by Lamplight.

8.9

In respect of any transfer of any personal data outside the EEA or to a third country in respect of which the Customer has given express written consent pursuant to Clause 8.5.3, Lamplight shall prior to such transfer:

8.9.1

put in place appropriate safeguards to protect such personal data to the Customer's reasonable satisfaction, which may include executing with the Customer the European Union's model contract for exporting personal data to a data processor or data controller located outside the EEA in the form required by the Customer, as such model contract may be amended from time to time; and

8.9.2

put in place enforceable data subject rights and effective legal remedies for data subjects as required by the Data Protection Legislation.

8.10

Where the Customer requests the transfer of any personal data outside of the EEA then it shall pay all of Lamplight's reasonable costs (including legal fees) in doing so, including in ensuring compliance with Data Protection Legislation.

8.11

Lamplight shall immediately notify the Customer if it receives any:

8.11.1

complaint, notice or communication which relates directly or indirectly to the processing of any personal data under this Agreement or to either party's compliance with the Data Protection Legislation, and shall provide full cooperation to the Customer in connection with any such complaint, notice or communications; and

8.11.2

any request or objection from a data subject relating to any personal data pursuant to the Data Protection Legislation (including requests for access to personal data; rectification or erasure of personal data; restrictions of processing personal data; and portability of personal data), and Lamplight shall provide all such assistance as the Customer (at the Customer's cost) may require to allow it to respond to requests made by data subjects in accordance with the Data Protection Legislation, and shall not respond to a data subject in respect of any such request or objection without the prior written consent of the Customer.

8.12

Save for Clause 8.13 Lamplight shall not disclose or provide the Customer Data to any third party, including any sub-contractor, or allow any sub-contractor to process the Customer Data except to the extent that such sub-contractor has been expressly approved by the Customer in writing and then only for such purposes as the Customer has expressly authorised, and provided that:

8.12.1

it enters into a written agreement with such sub-contractor which imposes on the sub-contractor obligations equivalent to the data protection obligations imposed on Lamplight under this Clause 8;

8.12.2

Lamplight notifies the Customer of any intended changes to or replacements of any such sub-contractor to which the Customer may object;

8.12.3

Lamplight remains responsible for all acts and omissions of such sub-contractors, and for all processing carried out by such sub-contractors; and

8.12.4

the sub-contractor's processing of the Customer Data immediately terminates on the termination or expiry of this Agreement.

8.13

In providing the Services Lamplight uses the Service Providers. While these Service Providers are not intended to have access to any personal data, they may be regarded as data processors under the GDPR. The Customer hereby consents to the use by Lamplight of the Service Providers in processing any personal data under this Agreement.

9.

WARRANTIES

9.1

Lamplight warrants that the services which Lamplight itself provides shall be performed with due care and skill. However, Lamplight does not warrant that operation of the Service as a whole or the Application in particular will be uninterrupted or error free.

9.2

Lamplight's obligation and the Customer's exclusive remedy under the warranty given in Clause 9.1 is limited either:

9.2.1

to Lamplight, at its own expense and option, using all reasonable endeavours to rectify any non-conformance with this warranty by way of a patch, bug-fix, software update, work around, correction or otherwise within a reasonable period of time,

9.2.2

at Lamplight's option, replacement of the Application, or the Services, or

9.2.3

to a refund of the fees paid by the Customer if in Lamplight's reasonable opinion it is unable to rectify such non-conformance within a reasonable timescale or at an economic cost to Lamplight whereupon this Agreement shall terminate immediately afterwards.

9.3

Lamplight shall have no liability or obligation under the warranty given in Clause 9.1 above unless it has received written notice from the Customer of any non-conformance with the warranty within 3 months from the date of commencement of the Service (or any relevant changes to it).

9.4

Lamplight cannot and does not provide any warranties in relation to the Hosting Services, the Third Party Applications and the Internet generally. The Customer acknowledges and agrees that the provision of the Service is dependent on third parties outside of the control of Lamplight, therefore Lamplight cannot assume liability or responsibility for this. Lamplight's sole liability and obligation in relation to the same not functioning as expected is to use its reasonable endeavours to enforce its own contracts with any third parties (where the same exist) and to assist the Customer in enforcing any rights it may have against those third parties. The Customer expressly agrees and accepts that the Fees are based on the use of Third Party Applications for which licence fees are not payable or are minimal but as a result it may be difficult or impossible to obtain any redress for any failures in the Third Party Applications.

9.5

The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

10.

LIMITATION OF LIABILITY

10.1

Subject to Clause 10.2, to the greatest extent permitted by law and notwithstanding anything else contained in this Agreement, Lamplight shall not be liable to the Customer for any indirect, economic or consequential loss, indirect damage, cost or expense of any kind, whether arising from tort (including negligence), breach of contract or howsoever, including without limitation loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings. Each of the foregoing shall be construed as separate exclusions. Lamplight shall not be liable for the usefulness of the Service nor the effect thereof on the Customer's other activities and business.

10.2

Lamplight accepts liability to the extent that it results from the negligence of Lamplight and its employees for:

10.2.1

death or personal injury without limit, and

10.2.2

physical damage to or loss of the Customer's tangible property up to the amount of £20,000 in respect of each incident or series of connected incidents.

10.3

In any other case not falling within Clause 10.2 above Lamplight's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution shall not exceed 125% of the total fees paid under this Agreement by the Customer in the preceding twelve months.

10.4

The Customer acknowledges that the Customer is entitled to negotiate the amount of any limit on Lamplight's liability under the Agreement and has elected (unless other limits are agreed by Lamplight) to accept the limitations in this Clause 10.

10.5

Lamplight shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date copies of the Customer Data.

11.

COPYRIGHT INDEMNITY

11.1

Lamplight shall indemnify the Customer on demand against all reasonable and direct costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the normal use or possession of the Services or Application specifically created by Lamplight infringes any Intellectual Property Rights of a third party, provided that:

11.1.1

the Customer does not prejudice Lamplight's defence of any such claim,

11.1.2

the infringement is not caused by or contributed to by acts of the Customer other than through the use of the Application in accordance with the Licence;

11.1.3

Lamplight is promptly notified in writing of the details of the claim;

11.1.4

the Customer gives Lamplight all reasonable assistance in connection therewith; and

11.1.5

Lamplight shall have sole conduct and control of its settlement or compromise.

11.2

If the Customer's normal use or possession of the Services or Application is held by a court of competent jurisdiction to constitute an infringement of a third party's Intellectual Property Rights then Lamplight may at its own expense:

11.2.1

procure for the Customer the right to continue using the Services or Application,

11.2.2

modify or replace the Services or Application so as to avoid the infringement, or

11.2.3

if 11.2.1 or 11.2.2 above cannot be accomplished on reasonable terms, refund the Fees whereupon this Agreement shall terminate forthwith.

11.3

The foregoing states the entire liability of Lamplight with respect to infringement or alleged infringement of any third party rights of any kind whatsoever.

12.

CUSTOMER INDEMNITY

12.1

The Customer hereby indemnifies Lamplight on demand against all reasonable and direct costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the normal use or possession of the Customer Data infringes any Intellectual Property Rights or other rights of a third party, provided that:

12.1.1

Lamplight does not prejudice the Customer's defence of any such claim,

12.1.2

the infringement is not caused by or contributed to by acts of Lamplight in breach of this Agreement;

12.1.3

the Customer is promptly notified in writing of the details of the claim;

12.1.4

Lamplight gives the Customer all reasonable assistance in connection therewith; and

12.1.5

the Customer shall have sole conduct and control of its settlement or compromise.

12.2

If Lamplight's normal use or possession of the Customer Data is held by a court of competent jurisdiction to constitute an infringement of a third party's Intellectual Property Rights then the Customer may at its own expense:

12.2.1

procure for Lamplight the right to continue using the Customer Data,
or

12.2.2

modify or replace the Customer Data so as to avoid the infringement.

13. TERMINATION

13.1

Unless specified otherwise in Appendix 1, either party may terminate this Agreement at the end of the Initial Term by giving at least 30 days' prior written notice prior to the end of the Initial Term, failing which this Agreement shall automatically renew for further periods of three months. After the Initial Term notice to terminate can be given by either party at any time by giving not less than 30 days' prior written notice thereof.

13.2

Either party may terminate this Agreement forthwith on giving notice in writing to the other party if the other party:

13.2.1

commits any material breach of any term of this Agreement and, in the case of a breach capable of being remedied, shall have failed within 30 days after the receipt of a request in writing from the first party to do so, to remedy the breach,

13.2.2

shall convene any meeting of creditors or pass a resolution for winding up or suffer a petition for winding up; or

13.2.3

shall have an administrative receiver or receiver appointed over the whole or part of its assets or suffer the appointment of an administrator; or

13.2.4

being an individual commits any act of bankruptcy or compounds with his creditors or comes to any arrangements with any creditors.

13.3

Lamplight may terminate the Agreement forthwith if the Customer discontinues the use of the Service.

13.4

If the Service Provider is in material breach of the Service Provider's Terms then either party may terminate this Agreement without any further obligation or without being in material breach to the other party by giving 30 days' notice thereof in writing.

13.5

Termination of this Agreement howsoever caused shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination and Clauses 7 and 8 in particular shall survive termination.

14.

OTHER PROVISIONS

14.1

Force Majeure: Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable.

14.2

Assignment: The Customer shall not be entitled to assign, sub-licence or otherwise transfer the Licence or this Agreement whether in whole or in part without the written consent of Lamplight.

14.3

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

14.4

Waiver: No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless made in writing.

14.5

Third Parties: Except where expressly provided to the contrary, this Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person who is not named at the date of this Agreement as a party to it, or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise, and neither party can declare itself a trustee for the benefit of any third party.

14.6

Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Customer acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Customer issued in connection with this Agreement shall not apply unless expressly accepted in writing by Lamplight. Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by persons authorised on behalf of both parties.

15.

GOVERNING LAW AND DISPUTES

15.1

This Agreement shall be subject to English law.

15.2

Any dispute which may arise between the parties concerning this Agreement shall be determined as follows:

15.2.1

in the first instance the parties shall attempt to resolve the dispute at senior management level within 14 days of such dispute arising, failing which

15.2.2

if the dispute shall be of a technical nature concerning the functions or capabilities of the Application or any similar or related matter then such dispute shall be referred within 14 days for final settlement to an expert nominated jointly by the parties or, failing such nomination within 14 days after either party's request to the other thereof, an expert nominated at the request of either party by the President from time to time of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. Their decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his fees for so acting shall be borne by the parties in equal shares unless he determines that the conduct of either party is such that such party should bear all of such fees, or

15.2.3


in any other case the dispute shall be determined by the High Court of Justice in England and all the parties hereby submit to the exclusive jurisdiction of that court for such purpose.

15.3

Headings have been included for convenience only and shall not be used in construing any provision herein.

EXECUTED as an Agreement on the date specified above.

Signed for and on behalf of
Lamplight Database Systems Limited
by



(Signed)

Clare Elgar
(Name)

Signed for and on behalf of
the Customer
by

(Signed)

(Name)

APPENDIX 1

GENERAL TERMS

1.	Commencement Date	20th Oct 2025
2.	Initial Term	3 months
3.	Permitted Users	Unlimited
4.	Application title or description/ release no.	Lamplight Database Version 3
5.	Service Providers	<p>Amazon Web Services: https://aws.amazon.com/</p> <p>The current version of the agreement between Amazon and Lamplight can be found at: https://aws.amazon.com/agreement/</p> <p>Optional Text messaging: http://24x.com</p> <p>Optional Email newsletters: Mailchimp https://mailchimp.com</p> <p>Optional Data Migration:</p>
6.	Modules selected	<input type="checkbox"/> Communications <input type="checkbox"/> Multi-media <input type="checkbox"/> Publishing <input type="checkbox"/> Staff Management <input type="checkbox"/> Expenses <input type="checkbox"/> Evaluations <input type="checkbox"/> Evaluation Direct <input type="checkbox"/> Waiting Lists <input type="checkbox"/> Library <input type="checkbox"/> Charging <input type="checkbox"/> Matching <input type="checkbox"/> Audit <input type="checkbox"/> Recruitment <input type="checkbox"/> Reporting CodeSets <input type="checkbox"/> Safeguarding Module <input type="checkbox"/> Email Module
7.	Number of projects required	1

8.	Implementation package selected	<input checked="" type="checkbox"/> Lamplight Express <input type="checkbox"/> Candle <input type="checkbox"/> Lantern <input type="checkbox"/> Torch <input type="checkbox"/> Spotlight <input type="checkbox"/> Chandelier <input type="checkbox"/> Lighthouse
9.	Data migration required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10.	Additional training or support required	
11.	Fees	<p>(1) HOSTING: £35.00 <i>per calendar month</i> + VAT, payable by Direct Debit Lamplight reserves the right to increase the hosting charges at any time on giving notice to the Customer where the Customer permits more than 100 users to use the Service per project or its bandwidth usage in any 30 day period exceeds or is likely to exceed 1GB per project. Increases to the hosting charges will be in proportion to the excess usage, so for example a bandwidth usage of 2.5GB in a month will multiply the hosting charge for that month by three. If an Implementation Package has been selected, Hosting Fees will become due from the date that the Customer gains access to the configured system.</p> <p>(2) TRAINING: Standard training included.</p> <p>(3) IMPLEMENTATION: £0.00 <i>plus VAT</i>. The invoice will be issued as the system becomes available, when the initial login is given.</p> <p>(4) DATA MIGRATION: <i>To be confirmed</i></p> <p>(5) ADDITIONAL SUPPORT: None.</p>
12.	Payment terms	Payment in advance by Direct Debit to account number: Acc: 69216107 Sort: 08 92 99

APPENDIX 2

SERVICES

1.

SERVICE FUNCTIONALITY

The Services will include:

- User management database, holding contact & personal details
- Create groups of users defined in numerous ways
- Administrative functions for individuals or groups: produce email lists; mailing labels and letters; registers; download user data
- Keep records of work and referrals carried out with users
- Keep records of outcomes achieved by users
- Create multiple reports showing attendances and outcome achievements
- Administrative functions for the database: add/remove operators; manage system settings; upload and download data etc.
- Secure hosting using https protocol

2.

IMPLEMENTATION

Lamplight will work with you to configure your system to suit you. Working to our comprehensive Implementation Workbook we will:

- agree a plan for the implementation with you, including key milestones dates (although milestones are not guaranteed)
- review current processes and data
- review data governance and information security requirements
- review functional requirements
- review reporting requirements
- consider foreseeable changes to the organisation, context, or requirements
- consider impact on your existing staff and processes.

We will also provide support to you as you work through your internal process of change.

We will then configure a system to meet the requirements identified and present it to you. You will then have a period of acceptance testing and review during which further changes may be made. You will then need to sign off the system and can commence usage with live data.

Implementation is delivered through a combination of on-site consultation, telephone meetings and email. The nature of this, and the role that Lamplight will play, will vary depending on the package selected.

3. TRAINING

Training options available:

Onsite training day for up to 8 delegates. The date and agenda for the training will be agreed with you in advance. We will provide customised hard-copy training materials for all delegates. Costs are as shown on our main website.

Online Training Sessions. You can attend one of our online open training sessions at any time. These are run regularly and can be booked online through your system. Different courses cover different Lamplight topics. Open training days are advertised on our website, the System login page and elsewhere, and pricing is at the rate shown on our website.

Online Training Manual and Videos. A comprehensive and fully searchable manual is available within the system. A series of help videos are also on our website. These are available at no additional cost.

Training Credits. Some training courses are provided at no cost. Others will be charged for, and this is clearly advertised on our website. Organisations purchase Training Credits which can then be used to secure places on training courses. Additional Training Credits can be purchased at any time through the system.

4. DATA MIGRATION

Where requested, Customer Data will be migrated from previous systems into Lamplight. You will provide us with secure access to the data to be migrated and full instructions of where the source data should be migrated to within Lamplight. We will then provide a fixed quote for the work.

The system also includes a built-in data migration tool which you can use for no additional cost.

5. ADDITIONAL SUPPORT

2 hour Support Packs.

We offer 2 hour bundles of support credits which you can use as you need to. Support can be offered over the phone, by email or an online meeting. The credits do not expire, we just track the support time taken each time you call/contact us. Any remaining time rolls over from year to year as long as you have an account with us.

Additional Support Packs can be purchased at any time.

APPENDIX 3

TECHNICAL INFRASTRUCTURE, BACKUP AND DISASTER RECOVERY

1

Overview

This appendix outlines the key processes to enable Lamplight (the Service) to recover from various disaster scenarios. Our aim is to ensure Lamplight downtime is minimised and data integrity maintained.

A secondary focus is ensuring Lamplight's internal business systems (the Business) can recover from disaster scenarios.

The backup and disaster recovery procedures are subject to change. The latest version of this document can be found at:
<http://www.lamplightdb.co.uk/backup-and-disaster-recovery/>

2

Scope

The disaster recovery plans cover:

1. Service: Catastrophic server failure
2. Service: Hosting provider business failure
3. Service: Data corruption
4. Business: IT failure or loss

They do not cover physical risks to the server infrastructure. Our servers are provided by a third party, Amazon AWS. Amazon AWS have a number of certifications demonstrating their compliance with a range of security and availability standards, including ISO27001, ISO 27017, ISO 27018, SOC1, SOC2, and SOC3 and Cyber Essentials Plus. We consider the risk mitigations in place by our suppliers to be sufficient.

3

Assets

The core assets that would require recovery of Lamplight are:

1. Service: Customer data
2. Service: Application code
3. Business: Development code and tooling

4. Business: Business critical data

4 Backups

The following backup processes are in place:

Asset	Process	Frequency
Customer data	Data replication	Continuous
Customer data	On-site backups	Daily
Application code	Off-site backups	Daily
Development code and tooling	Off-site backups	Daily
Lamplight business data	Off-site backups	Daily

Lamplight uses the backup and recovery functionality provided by AWS. Central to this is the concept of Regions and Availability Zones (AZ).

Data is held in the London region. Within that region, two Availability Zones are available. These are engineered to operate independently, so that problems in one AZ do not impact services in the other.

We do not maintain hot backups in other locations or with other providers. We judge the risk of Amazon AWS closing down with no notice to be minimal and not necessary to prepare for. We judge the risk of outage of the entire London region to be higher, but still with very low probability. Amazon do not provide a second UK based region to maintain a DR capacity within. We do not judge that it will be acceptable to customers to maintain DR facilities outside of the UK; and the cost of maintaining a DR capability with a separate provider within the UK will be excessive compared to the benefit of doing so.

5. Databases

Data is stored on Amazon Aurora instances. These duplicate data 6 ways across both AZs. Each database server has a replica on standby, and if faults are detected in the primary server AWS will promote the replica, while the faulty server heals. This happens rapidly (usually under a minute) and automatically.

Encrypted snapshots of the entire databases are taken every evening and retained for 28 days. These snapshots can be restored to new servers if necessary. These snapshots protect against an entire Aurora instance becoming irretrievably corrupted.

The maintenance window for database servers is one hour at 1am GMT on a Monday morning. Updates to the underlying database software will be carried out by Amazon at this time and may result in short periods of downtime.

6. File Data

Customer files uploaded to Lamplight are stored, encrypted, on S3. This provides extremely high availability, and multiple copies of files are stored automatically by AWS.

7. Application Servers

Application servers are provisioned from a pre-built image with the latest application code deployed to them automatically. These servers are spread equally between both London AZs. Server capacity can be automatically added or removed at any time depending on traffic and load.

8. Other Services

Lamplight also uses Application Load Balancers, DynamoDB, AutoScaling, and others, all of which are engineered to be able to scale in response to demand, and to failover seamlessly in the event of faults in any one component.

9. Monitoring

We carry out detailed monitoring of the service health of various components, response times, and other key metrics to ensure service responsiveness and health.

Key Contacts

Matt Parker matt@lamplightdb.co.uk

Amazon AWS <https://status.aws.amazon.com/>

Communications

Our external system status site is at

<http://www.lamplightdb.co.uk/servicestatus/> This should be updated as soon as possible in a DR scenario. Updates should also be posted to Twitter @LamplightDb

APPENDIX 4

DATA PROTOCOL

1.

Purpose

Lamplight shall process personal data only to the extent necessary to:

- a. host and make available various computer services to the Customer, and
- b. provide incidental support to the Customer in its access to and use of any Customer's Personal data, and
- c. provide training, implementation and data migration services or any other service to the customer at the Customer's request.
- d. carry out Data Migration (if specified), making any transformations as may be necessary to the Customer Data in order to import it into Lamplight

2.

Types of personal data to be processed by Lamplight

The Personal Data may include personal data relating to the Customer's staff, clients, volunteers, funders, contacts, members, supporters, advisers or suppliers.

The types of personal data which may be held may include:

- a. that of its employees, including sensitive data or special categories of data, bank details, contact details, health and medical information, performance appraisals and all other personal data related to the employment function;
- b. identification documents for clients, trustees and volunteers such as passport and driving licences, National Insurance number, contact details, data relating to a client in connection with services being provided by the Customer (which may include sensitive data or special categories of data); and
- c. contact details for suppliers, members, supporters and other customers.
- d. records of financial gifts for funders.

3.

Duration of processing

Lamplight shall only process Personal Data for the purposes described above during the Term of the Agreement. Following termination or expiry of the Agreement Lamplight shall:

- a. immediately suspend access to and processing of any data, including personal data;
- b. comply with any termination provisions relating to the deletion of any data; failing which by no later than 28 days after the termination date Lamplight will permanently delete all active data (including personal data) and shall do so without any liability to the Customer for doing so.

When the Service is suspended or terminated then no further backups will be taken and any existing backups will be deleted automatically after 28 days.