

PULSEONE CLOUD SUBSCRIPTION TERMS AND CONDITIONS

For the cloud-based ERP and e-commerce platform supplied as a subscription by Heart Systems Ltd

Effective date: [insert date]

Supplier: Heart Systems Ltd, 9 Lower Broad Street, Ludlow, Shropshire SY8 1PQ.

These Terms are intended for business customers using PulseOne as a subscription service. The applicable quote, order form, statement of work or invoice will set out the commercial details for each subscription.

1 Interpretation

1.1 In this Agreement, the following words and expressions have the following meanings:

- "Agreement" means these Terms, the Order Form, any statement of work, the Data Processing Schedule and any document expressly incorporated by reference.
- "Authorised Users" means the Customer's employees, contractors, agents and representatives who are authorised by the Customer to access PulseOne under the Subscription.
- "Customer" means the person, company or organisation identified as the customer in the Order Form.
- "Customer Data" means all data, information, content, product information, order data, customer records, supplier records, images, files and other materials uploaded to, stored in, generated by or processed through PulseOne by or on behalf of the Customer.
- "Documentation" means the user guides, help materials and technical or operational documentation made available by Heart for PulseOne.
- "Fees" means the Subscription Fees and any implementation, training, support, integration, consultancy, usage, storage, transaction or other fees set out in the Order Form or otherwise agreed in writing.
- "Heart" means Heart Systems Ltd, of 9 Lower Broad Street, Ludlow, Shropshire SY8 1PQ.
- "Order Form" means the quote, order form, proposal, statement of work, invoice or other ordering document accepted by the Customer which identifies the Subscription, Fees, Subscription Term, users, modules, usage limits and any other commercial terms.
- "PulseOne" or "Platform" means Heart's cloud-based ERP and e-commerce software platform known as PulseOne, including the hosted application, modules, APIs, integrations and Documentation supplied by Heart from time to time.
- "Services" means the PulseOne subscription service and any related support, implementation, training, integration, consultancy or professional services supplied by Heart.
- "Subscription" means the right for Authorised Users to access and use PulseOne during the Subscription Term in accordance with this Agreement.
- "Subscription Term" means the initial subscription period and any renewal period set out in the Order Form, or if no period is stated, the period described in clause 15.
- "Third Party Services" means any third-party hosting, payment, accounting, marketplace, courier, email, SMS, analytics, tax, payment gateway, app, API or other service that interoperates with or is used in connection with PulseOne.

1.2 References to legislation include that legislation as amended, extended, re-enacted or replaced from time to time.

1.3 If there is any conflict between documents, the following order of precedence applies: the Order Form, the Data Processing Schedule, any statement of work, and then these Terms.

2 Basis of agreement

2.1 These Terms apply to the supply of PulseOne and the Services by Heart to the Customer. They replace any previous terms relating to installed, on-premise or perpetual versions of PULSE, PULSEOFFICE, PULSESTORE or any other legacy software unless Heart expressly agrees otherwise in writing.

2.2 The Agreement is formed when the Customer signs or accepts an Order Form, issues a purchase order in response to an Order Form, pays an invoice, accesses PulseOne, or otherwise confirms acceptance of the Subscription.

- 2.3** Any terms or conditions on a Customer purchase order or other Customer document do not apply unless Heart expressly agrees them in writing.
- 2.4** Heart supplies PulseOne to business customers only. The Customer confirms that it is entering into the Agreement in the course of its business and not as a consumer.

3 Subscription and right to use PulseOne

- 3.1** Subject to payment of the Fees and compliance with this Agreement, Heart grants the Customer a non-exclusive, non-transferable, non-sublicensable right for its Authorised Users to access and use PulseOne during the Subscription Term for the Customer's internal business operations, ERP processes and e-commerce activities.
- 3.2** The Customer's use of PulseOne is limited to the modules, users, sites, order volumes, storage, integrations, marketplaces, APIs, transaction limits and other usage limits stated in the Order Form.
- 3.3** PulseOne is provided as a hosted cloud service. No copy of the underlying software is sold or transferred to the Customer, and the Customer is not granted any perpetual software licence, source code rights or ownership rights.
- 3.4** The Customer may access PulseOne from suitable devices and browsers through the internet. The Customer is responsible for obtaining and maintaining its own internet access, equipment, networks, systems, browser software and security controls.
- 3.5** Heart may issue account credentials to the Customer. The Customer is responsible for all activity under its accounts and must ensure that only Authorised Users access PulseOne.

4 Implementation, onboarding and training

- 4.1** Heart will use reasonable endeavours to provision the Customer's PulseOne environment and provide onboarding, configuration, data import, integration, training or professional services as set out in the Order Form or any statement of work.
- 4.2** The Customer must provide all information, access, content, data, decisions, staff availability and cooperation reasonably required by Heart to deliver implementation or onboarding services.
- 4.3** Unless expressly included in the Subscription Fees, implementation, configuration, data migration, integration, training, bespoke development and consultancy services are chargeable at Heart's then current rates or the rates set out in the Order Form.
- 4.4** Any timescales given for implementation or onboarding are estimates unless expressly stated to be binding in the Order Form.

5 Customer responsibilities and acceptable use

- 5.1** The Customer is responsible for the accuracy, legality, quality and integrity of Customer Data and for all product information, pricing, tax rates, stock levels, shipping rules, descriptions, images, offers, promotions, policies and other content displayed or processed through PulseOne.
- 5.2** The Customer must comply with all laws and regulations applicable to its use of PulseOne and its business, including laws relating to e-commerce, consumer rights, product safety, distance selling, tax, accounting, data protection, marketing, advertising, sanctions and export controls.
- 5.3** Where PulseOne is used to operate an online store, marketplace channel or other sales channel, the Customer is the seller of record and is solely responsible for its contracts with end customers, order fulfilment, delivery, cancellations, refunds, returns, product compliance, customer service and any taxes or duties.
- 5.4** The Customer must keep login credentials secure, apply appropriate user permissions, remove access promptly when an Authorised User no longer requires access, and notify Heart promptly of any suspected unauthorised access or security incident.
- 5.5** The Customer must not, and must ensure that Authorised Users do not: copy, modify, reverse engineer, decompile or attempt to derive source code from PulseOne; resell, rent, lease, sublicense or make PulseOne available to any third party except as permitted by the Order Form; circumvent usage limits or security controls; introduce malware or harmful code; use PulseOne to send spam or unlawful communications; upload infringing, unlawful, defamatory, obscene or harmful content; carry out penetration testing without Heart's prior written consent; or use PulseOne in a manner that may damage, overload, disable or impair the Platform.
- 5.6** Heart may suspend or restrict access to PulseOne where it reasonably believes that the Customer or an Authorised User is breaching this clause, creating a security risk, breaching law, or causing harm to Heart, PulseOne, other customers or any third party.

6 Fees and payment

- 6.1** The Customer shall pay the Fees set out in the Order Form. Subscription Fees are payable in advance at the frequency stated in the Order Form, or if no frequency is stated, annually in advance.
- 6.2** All Fees are exclusive of VAT and any other applicable taxes, which shall be payable by the Customer in addition.

- 6.3** Unless otherwise stated in the Order Form, invoices are payable within 30 days of the invoice date in full and without deduction, withholding, set-off or counterclaim, except where deduction or withholding is required by law.
- 6.4** If any amount is overdue, Heart may charge interest before and after judgment at 4% per annum above the base rate of NatWest Bank PLC or any other London clearing bank nominated by Heart, calculated daily from the due date until payment and compounded quarterly.
- 6.5** Heart may suspend access to PulseOne and the Services if any undisputed amount remains unpaid more than 7 days after Heart gives written notice of non-payment. Suspension does not relieve the Customer of its obligation to pay the Fees.
- 6.6** Heart may charge additional Fees for additional users, modules, storage, order volumes, transactions, API usage, integrations, marketplaces, support, training, professional services or other items outside the Subscription described in the Order Form.
- 6.7** Heart may increase Subscription Fees on renewal or by giving the Customer at least 30 days' written notice for a rolling monthly subscription, unless a different mechanism is set out in the Order Form.

7 Availability, maintenance and changes

- 7.1** Heart will use reasonable endeavours to make PulseOne available, subject to planned maintenance, emergency maintenance, internet and network issues, Third Party Services, Force Majeure Events and matters outside Heart's reasonable control.
- 7.2** Heart may perform planned maintenance and will use reasonable endeavours to give advance notice where practicable. Heart may perform emergency maintenance without notice where necessary for security, reliability or operational reasons.
- 7.3** PulseOne is a cloud service and may be updated, patched, enhanced or changed from time to time. Heart may add, modify or remove features, provided that it will not materially reduce the core functionality of the subscribed modules during the paid Subscription Term except where reasonably necessary for security, legal, operational or third-party dependency reasons.
- 7.4** Heart does not warrant that PulseOne will be uninterrupted, error-free or compatible with every device, browser, network, Third Party Service or Customer system.
- 7.5** Any service credits, uptime guarantees or specific service levels apply only if expressly set out in the Order Form.

8 Support and maintenance

- 8.1** In consideration of payment of the Subscription Fees, Heart will provide support during 09:00 to 17:00 UK time, Monday to Friday, excluding UK bank holidays and the period between Christmas and New Year.
- 8.2** Support may be provided by telephone, email, remote access, ticketing portal or other reasonable means selected by Heart.
- 8.3** Heart will use reasonable efforts to identify and correct reproducible bugs or errors in PulseOne reported by the Customer, where correction is technically possible and commercially viable.
- 8.4** Heart is not obliged to provide support or corrections for issues caused by Customer Data, Customer configuration, Customer equipment or networks, Third Party Services, misuse, unauthorised changes, use outside the Documentation, or failure by the Customer to follow Heart's reasonable instructions.
- 8.5** The Customer must provide reasonable cooperation, information, access, logs, screenshots, test cases and remote access as reasonably required by Heart to investigate support issues.
- 8.6** Heart supports the current live version of PulseOne. Legacy features, unsupported integrations or customisations may be subject to separate support arrangements.

9 Customer Data, backups and export

- 9.1** As between the parties, the Customer owns all Customer Data. Heart does not claim ownership of Customer Data.
- 9.2** The Customer grants Heart and its subcontractors a non-exclusive right to host, copy, process, transmit, display and use Customer Data as reasonably necessary to provide, secure, support, improve and maintain PulseOne and the Services, and to comply with the Agreement and applicable law.
- 9.3** Heart will maintain operational backup and recovery processes for PulseOne in accordance with its normal practices. These backups are designed for service recovery and are not a substitute for the Customer maintaining its own exports, reports or records where required for legal, tax, accounting or operational purposes.
- 9.4** During the Subscription Term, the Customer may export Customer Data using the available export tools or may request reasonable data extraction assistance from Heart, which may be chargeable at Heart's then current rates if not included in the Subscription.
- 9.5** Following termination or expiry, Heart will make Customer Data available for export for 30 days where technically practicable and subject to payment of all outstanding Fees. After that period, Heart may delete, anonymise or archive Customer Data in accordance with its retention practices and legal obligations.

9.6 Heart may use aggregated or anonymised information derived from operation of PulseOne for analytics, benchmarking, service improvement and reporting, provided it does not identify the Customer or any individual.

10 Data protection

- 10.1 The parties shall comply with all applicable data protection laws in connection with the Agreement, including the UK GDPR and the Data Protection Act 2018.
- 10.2 For personal data contained in Customer Data, the Customer is generally the controller and Heart is generally the processor, unless the parties agree otherwise in writing or Heart processes personal data for its own business purposes such as account administration, billing, service management, security, fraud prevention or legal compliance.
- 10.3 The Customer is responsible for ensuring that it has a lawful basis for processing personal data through PulseOne, for providing required privacy notices, for responding to data subject rights requests, and for ensuring that Customer Data is accurate, lawful and appropriate for processing through the Platform.
- 10.4 Heart shall process personal data contained in Customer Data only on the Customer's documented instructions, including as set out in this Agreement and the Order Form, unless required to do otherwise by law.
- 10.5 Heart shall implement appropriate technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.
- 10.6 The Customer gives Heart general written authorisation to engage sub-processors for hosting, support, security, communications, integration and service delivery purposes. Heart shall impose data protection obligations on sub-processors which provide an equivalent level of protection for personal data as those in this Agreement.
- 10.7 Heart shall notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Data and shall provide reasonable assistance to the Customer in meeting its own breach notification obligations.
- 10.8 Heart shall provide reasonable assistance, taking into account the nature of processing and information available to Heart, with data subject rights requests, data protection impact assessments, security obligations and regulatory enquiries. Heart may charge reasonable fees for assistance that is outside normal support or is caused by the Customer's acts or omissions.
- 10.9 Heart shall not transfer personal data outside the United Kingdom or European Economic Area unless the transfer is made in compliance with applicable data protection laws and appropriate safeguards are in place where required.
- 10.10 The Customer must not upload special category data, criminal offence data, payment card data or other highly sensitive personal data to PulseOne unless the Order Form expressly permits it and the parties have agreed any additional safeguards required.
- 10.11 Further data processing particulars are set out in Schedule 1.

11 Third Party Services and integrations

- 11.1 PulseOne may integrate with or rely on Third Party Services, including cloud hosting providers, payment gateways, accounting systems, marketplaces, courier systems, email or SMS providers, analytics services and APIs.
- 11.2 The Customer is responsible for obtaining, maintaining and complying with any accounts, licences, credentials, permissions, terms and fees required for Third Party Services used with PulseOne.
- 11.3 Heart is not responsible for the availability, performance, security, pricing, functionality, terms, data handling or changes made by Third Party Services, and shall not be liable for any loss arising from Third Party Services or the Customer's failure to comply with third-party terms.
- 11.4 Unless expressly agreed in writing, Heart does not process full payment card data. Card payments, refunds and payment disputes are handled by the relevant payment gateway or payment service provider and the Customer is responsible for any PCI DSS or equivalent obligations applicable to its payment processing arrangements.
- 11.5 Marketplace, courier, tax, accounting and payment integrations may be subject to changes, outages, API limits and approval processes outside Heart's control.

12 Intellectual property rights

- 12.1 All Intellectual Property Rights in PulseOne, the Services, Documentation, software, source code, object code, design, user interface, databases, workflows, know-how, methods, updates, improvements, modifications, developments, integrations and enhancements are and shall remain owned by Heart or its licensors.
- 12.2 The Customer shall not acquire any right, title or interest in PulseOne except for the limited right to use the Services during the Subscription Term in accordance with this Agreement.

- 12.3** Unless a statement of work expressly provides otherwise, any configuration, integration, script, report, template, connector, workflow, development or other deliverable created by Heart in connection with PulseOne shall be owned by Heart, and the Customer receives a right to use it as part of PulseOne during the Subscription Term.
- 12.4** The Customer and its licensors retain ownership of Customer Data, Customer brands, product content, images and other materials supplied by or on behalf of the Customer.
- 12.5** If the Customer provides ideas, suggestions or feedback about PulseOne, Heart may use them without restriction or obligation, provided Heart does not disclose the Customer's Confidential Information.

13 Confidentiality

- 13.1** Each party shall keep confidential all information disclosed by the other party that is marked confidential or would reasonably be understood to be confidential, including business, technical, financial, security, product, pricing, Customer Data and software information.
- 13.2** A party may use the other party's Confidential Information only for the purposes of performing or receiving the benefit of the Agreement and may disclose it only to its personnel, professional advisers, auditors, insurers, subcontractors and group companies who need to know it and are subject to confidentiality obligations.
- 13.3** The confidentiality obligations do not apply to information that is public other than through breach, already lawfully known, lawfully received from a third party without restriction, independently developed, or required to be disclosed by law or a competent authority.
- 13.4** The Customer shall not disclose any non-public information about the design, operation, performance, pricing, security or functionality of PulseOne to any third party without Heart's prior written consent, except as permitted by this Agreement.

14 Security, monitoring and audit

- 14.1** Heart may monitor use of PulseOne for security, operational, billing, compliance and service improvement purposes.
- 14.2** The Customer must ensure that its use of PulseOne does not exceed the usage limits in the Order Form. Heart may audit usage records and require the Customer to purchase additional subscriptions or pay additional Fees where usage exceeds the contracted limits.
- 14.3** The Customer is responsible for configuring roles, permissions, workflows, approvals and access controls within its PulseOne account.
- 14.4** The Customer must promptly notify Heart of any security weakness, unauthorised access, data issue or vulnerability discovered in connection with PulseOne and must not publicly disclose vulnerabilities without Heart's prior written consent.

15 Term, renewal, suspension and termination

- 15.1** The Agreement starts on the earlier of acceptance of the Order Form, the date Heart provisions PulseOne for the Customer, or the date the Customer first accesses PulseOne.
- 15.2** The Subscription shall continue for the initial Subscription Term stated in the Order Form. If no initial Subscription Term is stated, the initial Subscription Term shall be 12 months.
- 15.3** Unless the Order Form states otherwise, the Subscription shall automatically renew for successive periods equal to the initial Subscription Term, or 12 months if the initial Subscription Term is not stated, unless either party gives at least 90 days' written notice of non-renewal before the end of the then current Subscription Term.
- 15.4** Either party may terminate the Agreement immediately by written notice if the other party commits a material breach and, where the breach is capable of remedy, fails to remedy it within 30 days after receiving written notice requiring it to do so.
- 15.5** Heart may terminate or suspend the Agreement or any Service immediately by written notice if any undisputed Fees remain unpaid more than 7 days after Heart gives written notice of non-payment, or if the Customer breaches the acceptable use, confidentiality, intellectual property or security provisions of this Agreement.
- 15.6** Either party may terminate the Agreement immediately by written notice if the other party becomes insolvent, enters administration or liquidation, has a receiver or administrator appointed, makes an arrangement with creditors, ceases or threatens to cease business, or suffers an equivalent event.
- 15.7** On termination or expiry, the Customer's right to access PulseOne ceases, all outstanding Fees become immediately due, and each party shall return or delete the other party's Confidential Information as reasonably required, subject to retention required by law or ordinary backup processes.
- 15.8** Termination or expiry does not affect accrued rights or liabilities. Clauses intended to survive termination shall continue, including clauses relating to payment, confidentiality, intellectual property, data export and deletion, warranties, liability, and general provisions.

15.9 Fees paid in advance are non-refundable except to the extent expressly stated in the Order Form or required by law.

16 Warranties and disclaimers

16.1 Heart warrants that it will provide the Services with reasonable skill and care.

16.2 The Customer acknowledges that PulseOne is a configurable platform and has not been developed exclusively for the Customer's individual requirements. The Customer is responsible for ensuring that PulseOne, its configuration and its outputs meet the Customer's business, legal, tax, accounting and operational requirements.

16.3 Heart does not provide legal, tax, accounting, financial, product compliance, consumer law or regulatory advice. Any calculations, reports, tax rates, stock figures, order flows or outputs produced through PulseOne should be reviewed by the Customer.

16.4 Except as expressly stated in this Agreement, all warranties, conditions, undertakings and terms, express or implied, statutory or otherwise, including as to satisfactory quality, fitness for purpose, non-infringement, performance, availability, accuracy or durability, are excluded to the fullest extent permitted by law.

16.5 Heart is not responsible for issues caused by Customer Data, Customer systems, Customer networks, Customer configuration, unauthorised changes, Third Party Services, or use of PulseOne contrary to the Documentation or this Agreement.

17 Liability

17.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, wilful misconduct, or any liability that cannot lawfully be limited or excluded.

17.2 Subject to clause 17.1, Heart shall not be liable for loss of profits, revenue, business, anticipated savings, goodwill, reputation, contracts, opportunity, wasted management time, loss or corruption of data, or any indirect, special or consequential loss or damage, whether arising in contract, tort, negligence, breach of statutory duty or otherwise.

17.3 Subject to clause 17.1, Heart's total aggregate liability arising out of or in connection with the Agreement in any 12 month period shall not exceed the Subscription Fees paid or payable by the Customer for PulseOne in the 12 months immediately preceding the event giving rise to the claim.

17.4 Subject to clause 17.1, Heart's total aggregate liability for breach of clause 10 or the Data Processing Schedule shall not exceed 200% of the Subscription Fees paid or payable by the Customer for PulseOne in the 12 months immediately preceding the event giving rise to the claim.

17.5 Heart shall not be liable for claims by the Customer's end customers, suppliers, marketplace users, payment providers or other third parties except to the extent such liability cannot lawfully be excluded.

17.6 The limits and exclusions in this clause reflect the allocation of risk between the parties and the Fees payable for the Services.

18 Intellectual property indemnity

18.1 Heart shall defend the Customer against any claim that the Customer's permitted use of PulseOne in the United Kingdom infringes a third party's copyright or other Intellectual Property Rights, and shall pay damages finally awarded or settlement sums approved by Heart, provided that the Customer promptly notifies Heart of the claim, gives Heart sole control of the defence and settlement, makes no admission without Heart's consent, and provides reasonable assistance.

18.2 If PulseOne is or may become the subject of an infringement claim, Heart may at its option procure the right for the Customer to continue using it, modify or replace it so that it is non-infringing, suspend the affected functionality, or terminate the affected Subscription and refund any prepaid Fees for the unused remainder of the terminated Subscription period.

18.3 Heart has no liability for claims arising from Customer Data, Customer content, Third Party Services, use contrary to the Documentation or this Agreement, unauthorised modifications, combination with items not supplied by Heart, or use after Heart has provided a non-infringing alternative.

19 Force majeure

19.1 Neither party shall be liable for delay or failure to perform any obligation, except payment obligations, where the delay or failure is caused by events beyond its reasonable control, including acts of God, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, industrial dispute, power failure, internet failure, telecommunications failure, cyber attack, cloud provider outage, government action, changes in law, or failure of Third Party Services.

19.2 The affected party shall notify the other party as soon as reasonably practicable and use reasonable endeavours to mitigate the effect of the Force Majeure Event.

20 General

- 20.1** The Agreement contains the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, proposals and representations relating to that subject matter.
- 20.2** Each party acknowledges that it has not relied on any statement, representation, assurance or warranty not expressly set out in the Agreement.
- 20.3** No variation of the Agreement shall be effective unless in writing and signed by or on behalf of both parties, except that Heart may update these Terms for future renewal periods or new orders by giving reasonable notice.
- 20.4** No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that right or remedy.
- 20.5** If any provision of the Agreement is held to be invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable, or if that is not possible, deleted, and the remaining provisions shall continue in force.
- 20.6** The Customer may not assign, transfer, charge, subcontract or deal with any of its rights or obligations under the Agreement without Heart's prior written consent. Heart may assign or transfer the Agreement to an affiliate, successor, purchaser of its business or assets, or other third party.
- 20.7** Nothing in the Agreement creates a partnership, joint venture, employment relationship or agency between the parties.
- 20.8** A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 20.9** Notices must be in writing and sent by hand, pre-paid first class post, recorded delivery, courier or email to the address or email address stated in the Order Form or otherwise notified by the recipient. Notices sent by post are deemed received 48 hours after posting, and notices sent by email are deemed received at the time of transmission provided no bounce-back or error message is received.
- 20.10** The Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 Data Processing Particulars

This Schedule describes the personal data processing carried out by Heart as processor for the Customer in connection with PulseOne.

Processing item	Details
Subject matter	Provision, hosting, support, maintenance, security, onboarding, integrations and operation of PulseOne for the Customer.
Duration	The Subscription Term and any period during which Heart retains Customer Data for export, backup, legal or operational purposes.
Nature and purpose of processing	Hosting, storing, retrieving, transmitting, organising, importing, exporting, backing up, securing, troubleshooting, supporting and otherwise processing Customer Data to provide PulseOne and related Services.
Types of personal data	Names, job titles, business contact details, delivery and billing addresses, order details, account details, supplier and customer records, user login details, audit logs, support information and other personal data included in Customer Data. PulseOne is not intended for special category data or criminal offence data unless expressly agreed.
Categories of data subjects	Customer staff and Authorised Users; the Customer's customers, prospects, suppliers, contractors, couriers, marketplace contacts and other business contacts; and individuals who communicate with or purchase from the Customer.
Customer instructions	The Agreement, the Order Form, the Customer's configuration choices, authorised user actions, support requests and other documented instructions given by the Customer.
Sub-processors	Hosting, infrastructure, security, backup, support, communication, analytics, integration and operational suppliers used by Heart to provide PulseOne. Heart will maintain appropriate written terms with sub-processors.
Security measures	Access controls, user authentication, role-based permissions where available, encryption or secure transmission where appropriate, backup and recovery processes, monitoring, logging, vulnerability management, personnel confidentiality obligations and other measures appropriate to the risk.
Deletion or return	Customer Data is available for export during the Subscription Term and for 30 days after termination where technically practicable and subject to payment of outstanding Fees. Heart may then delete or anonymise Customer Data subject to legal obligations and ordinary backup cycles.

Schedule 2 Support and Operational Terms

- 1** Standard support hours are 09:00 to 17:00 UK time, Monday to Friday, excluding UK bank holidays and the period between Christmas

- 2 Support requests should include sufficient information for Heart to reproduce or diagnose the issue, including screenshots, steps taken, affected users, dates and times, browser details, integration details and relevant error messages.
- 3 Heart may prioritise support requests based on severity, business impact, number of users affected, security impact and whether a workaround is available.
- 4 Feature requests, bespoke reports, new integrations, data cleansing, training, consultancy, configuration changes and work caused by Customer error may be treated as chargeable professional services.
- 5 The Customer should appoint at least one administrator or key contact who is authorised to raise support requests, approve configuration changes and receive operational notices from Heart.

End of Terms and Conditions