



TERMS AND CONDITIONS FOR USE OF THE AME SERVICE May 2021

These Terms and Conditions, the Commercial Terms and the Services Schedule which you have been provided with relating to your use of Aviva's auto-enrolment manager for employers web-based tool ("AME") will constitute the legally binding agreement between us. By you or your employees, contractors and/or agents accessing or using AME and /or receiving any of the Services, you will be deemed to have accepted and agree to follow and be bound by this Agreement even if you have not returned the signed Commercial Terms.

In this Agreement "Aviva", "we", "us" or "our" shall mean AvivaLife & Pensions UK Limited. References in this Agreement to "you", "your", or "User" shall mean the party to this Agreement other than Aviva, including your employees, contractors or agents who use AME.

DEFINITIONS

Agreement - means these Terms and Conditions, the Commercial Terms and the Service Schedule.

Amazon Web Services - Amazon Web Services UK Limited, Patriot Court, 1-9 the Grove, Slough, Berkshire, SL1 1QP Company No. 08650665 or any replacement appointed by Aviva from time to time.

Aviva Group - the group of companies, including Aviva, for the time being the ultimate parent undertaking of which is Aviva plc. (registered in England under number 02468686) or any parent undertaking thereof, or successor thereto, from time to time.

Aviva Group Company - a member of the Aviva Group.

Change of Control - in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate; and a Change of Control occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it.

Charges - means the charges payable by you as set out in the Commercial Terms.

Commercial Terms - means the commercial terms which have been provided to you with details of the Charges and contact details and these Commercial Terms form part of our Agreement.

Documentation - means documentation we have provided you with regarding the functionality and use of the Service described in the Services Schedule.

Effective Date - means the date set out in the Commercial Terms from which we will allow you access of AME and provide the Service to you.

Force Majeure Event - means any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, internet failure or disruption, fire, flood, storm or earthquake or disaster but excluding any industrial dispute relating to the User.

Initial Period - has the meaning set out in Clause 8.1.

Intellectual Property Rights - all intellectual property rights, including, but not limited to, patents, trade secrets, trade marks, service marks, trade or business names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, domain names, know-how, database rights and semi-conductor topography rights and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country.

Practice Site - means a trial version of the AME tool that you may be granted access to prior to the Effective Date.

Purpose - means the provision and administration of your employee pension scheme arrangements.

Regulator - means any supervisory or government agency, body or authority having regulatory authority over the Aviva Group Companies' assets, resources or business or over the Services.

Renewal Date - has the meaning set out in Clause 8.1.

Regulatory Requirements - means all legal and regulatory requirements applicable in relation to the activities of Aviva and the User.

Service means access to and use of AME, the AME Services and the Practice Site as described in more detail in the Services Schedule.

Service Schedule - means the Schedule provided to you which describes the AME

Service and set up services we offer and which Schedule forms part of our Agreement.

Service Provider - means Wipro Limited, a company registered in India with registration number 20800 and whose registered office is at Dodda Kannelli, Sarjapur Road, Bangalore, 560-035 or any replacement appointed by Aviva from time to time.

SunGard - Sungard Availability Services (UK) Limited, Unit B Heathrow Corporate Park, Green Lane, Hounslow, Middlesex, England, TW4 6ER, Company No. 02368123 or any replacement appointed by Aviva from time to time.

User Data - means the employer and payroll data imported into AME by the User.

Virus - means any program or code which may either have any adverse effect on and/or cause or carry out any unwanted action to either party's IT environment and which shall include but is not limited any virus, worm, trojan horse, dropper or malicious code, such terms to have the meaning generally understood within the computer industry.

1. PRACTICE SITE

- 1.1 Before the Effective Date we may grant you and your authorised employees, contractors and/or agents access to the Practice Site in accordance with the Services Schedule.
- 1.2 You agree to access and use the Practice Site in accordance with operating instructions.
- 1.3 Under no circumstances shall Aviva be liable for any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by you as a result of failing to use the Practice Site in accordance with the operating instructions. This includes but is not limited to any liability incurred by you as a result of your failing to take account of using real User Data in the Practice Site.
- 1.4 You acknowledge and accept that the Practice Site is not intended to replace or replicate AME and no reliance should be placed on the Practice Site to perform the functions of AME.
- 1.5 Any User Data entered into the Practice Site will be deleted after the Effective Date.

2. SERVICE

- 2.1 Subject to these Terms and Conditions, we will provide AME to you on or after the Effective Date.

- 2.2 We reserve the right to suspend your access to AME after the Effective Date if you have not (a) returned a signed copy of the Commercial Terms and/or (b) paid the applicable charges.
- 2.3 You confirm your consent to the Service being operated on Aviva's behalf by the Service Provider.
- 2.4 You confirm your consent to the infrastructure of AME being provided on Aviva's behalf by SunGard.
- 2.5 You confirm your consent to the infrastructure of the Practice Site being provided on Aviva's behalf by Amazon Web Services.
- 2.6 You will ensure that you do not use or otherwise deal with AME and the Practice Site for any purpose other than the Purpose and use it only in accordance with any operating instructions we issue.
- 2.7 Your authorised employees, contractors and/or agents shall be entitled to use the Service. You shall be responsible for all acts and omissions of such employees, contractors and/or agents and will procure their compliance with all your obligations and conditions under this Agreement. Under no circumstances will anyone other than your authorised employees, contractors and/or agents be entitled to use the Service under your licence.

3. CHARGES AND INVOICING

- 3.1 You shall pay the Charges and we will submit invoices to you as set out in the Commercial Terms.
- 3.2 The Charges set out in the Commercial Terms are stated in pounds sterling and are exclusive of VAT.
- 3.3 From time to time, we may check the number of your employees who are processed by AME. We reserve the right to increase the Charges if, in our opinion, there is a material difference from the numbers of employees provided in the Commercial Terms at any time during the terms of this Agreement.
- 3.4 The Charges include without limitation all costs required to host, manage and maintain the system, including any modifications, upgrades or releases we make to AME.
- 3.5 If you fail to make payment for a period of more than 30 days after the due date, we shall be entitled to suspend your or any of your authorised user's access to the Service until the date of receipt of the relevant Charges.

- 3.6 If you fail to make payment for a period of more than 60 days after the due date, Aviva shall be entitled to terminate your access to AME without incurring any liability to you. Failure to make payment within this time will amount to a material breach of the contract.
- 3.7 If we terminate this Agreement for any reason pursuant to Clause 8.4 or where you validly terminate pursuant to Clause 8.3, we will reimburse you for the prorated portion of the Charges you have paid in respect of the period post termination as soon as reasonably practicable (if any). In any other event of termination we will not be liable to refund you any unused portion of the Charges.
- 3.8 In addition to our rights under Clause 3.3 and without prejudice to Clause 8.2, and with effect from each anniversary of the Effective Date, Aviva may adjust the level of Charges payable. We will give you at least four months written notice prior to the Renewal Date, of the Charges for the next twelve month period.

4. NO ADVICE

- 4.1 You acknowledge and accept that:
- 4.1.1 AME and the Practice Site are administrative tools and in making them available to you, we are not providing any form of advice or recommendation on which you are able to rely;
- 4.1.2 You will not place any reliance on the Service regarding its compliance with relevant Regulatory Requirements relating to the Purpose and if you require assistance with such matters you will seek appropriate expert advice;
- 4.1.3 Aviva provides no warranty or guarantee that your use of the Service will ensure or assist you in complying with any Regulatory Requirements which may apply to you, including but not limited to in relation to the Purpose; and
- 4.1.4 Aviva is not responsible for any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by you as a result of or in connection with your breach of any Regulatory Requirements relating to the Purpose.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Except as expressly set out in this Agreement, you shall not acquire any right, title or interest in or to the Intellectual Property Rights of Aviva, any Aviva Group Company or their licensors, including but not limited to the Services.

- 5.2 Aviva shall not acquire any right, title or interest in or to your Intellectual Property Rights.
- 5.3 We hereby grant you a worldwide, royalty-free, non-exclusive licence to access and use the Service.
- 5.4 You will not without our express written authority: (a) make any copies of AME and/or the Practice Site; (b) reverse compile, copy or adapt the whole or any part of AME and/or the Practice Site; (c) remove or alter any copyright or other proprietary notice of Aviva and/or any other entity appearing in or on AME or the Practice Site.
- 5.5 Aviva hereby grants you a worldwide, royalty-free, non-exclusive licence to copy the Documentation for any purpose connected with the use of the Service or that is incidental to the exercise of its rights granted under this Agreement.
- 5.6 In the event of the termination or expiry of this Agreement, the licence referred to in Clauses 5.3 and 5.5 shall terminate automatically.

6. INDEMNITIES

- 6.1 Subject to Clause 6.2 below, we will indemnify you from and against any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by you as a direct result of any infringement of any Intellectual Property Right of any body or person arising from your use of the Service in accordance with this Agreement. For the avoidance of doubt, the indemnity in this Clause shall not apply where the infringement arises from any use of the Service which is not in accordance with the terms of this Agreement or where you are otherwise in breach of the terms of this Agreement.
- 6.2 The indemnity in Clause 6.1 is conditional upon:
- 6.2.1 Aviva having exclusive control over the conduct of any defence and any response made by you and/or Aviva to an infringement or alleged infringement of Intellectual Property Rights; and
- 6.2.2 you providing Aviva with all reasonable assistance and support reasonably requested by Aviva in this matter, including reasonable access to files and reasonable access to and reasonable co-operation from your employees, contractors or agents.

6.3 Without prejudice to Clause 6.1, you indemnify Aviva from and against any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by Aviva as a result of:

- 6.3.1 any use of AME or the Practice Site by you other than as authorised by the terms of this Agreement; and
- 6.3.2 any damage of any nature caused to AME or the Practice Site by your actions.

7. LIMITATION OF LIABILITY

7.1 Nothing in this Agreement shall limit or exclude the liability of either party (a) for death or personal injury caused by its negligence or the negligence of its officers, employees, agents, contractors or subcontractors; (b) for any fraud for fraudulent misrepresentation (including that of its officers, employees, agents, contractors or subcontractors); or (c) for its wilful or deliberate misconduct (including any deliberate repudiatory breach.)

7.2 Subject to Clause 7.1, in the event of any claim or claims by the User against Aviva related to this Agreement (regardless of the basis of the claim), Aviva's aggregate liability shall be limited to the amount of actual proven direct loss or damage suffered by the User up to a maximum of the Charges paid by the User (excluding VAT) in the 12 months immediately prior to the event that has given rise to any claim (or if the Agreement has not been in place for 12 months, then the total of the Charges paid from the Effective Date) which both parties agree is fair and reasonable as the maximum limitation in light of the particular facts and circumstances of this Agreement.

7.3 Subject to Clause 7.1, under no circumstances shall Aviva, in any event and regardless of the form of claim be liable for:

- 7.3.1 loss or damage to the User's records or data; or
- 7.3.2 any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, business interruption, and loss of income or profits or anticipated savings (whether direct or indirect) irrespective of whether Aviva had an advance notice of the possibility of any such damages.

8. TERM AND TERMINATION

8.1 AME shall be accessible from the Effective Date and shall continue for an initial period of twelve months ("Initial Period") and shall automatically renew for successive twelve month periods

thereafter on each anniversary of the Effective Date (each a "Renewal Date" with the first Renewal Date being the date on which the Initial Period expires) until it is terminated in accordance with this Agreement.

8.2 Either party may terminate this Agreement without incurring any liability to the other (a) if the other party is in material breach of this Agreement and, where the breach is capable of remedy, such breach is not remedied within 30 days of receiving written notice of such breach; or (b) if the other party ceases to do business, becomes unable to pay its debts or is capable of being deemed unable to pay its debts, or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction of that other party, or passes a resolution for its winding up or there is a court order for it to be wound up or dissolved, or has an administrator, receiver, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business.

8.3 Aviva may terminate the Service immediately on written notice without incurring any liability to you if (a) in Aviva's reasonable opinion, your acts or omissions in relation to your use of the Service are likely to cause damage to the name, brand, goodwill or reputation of Aviva or any member of Aviva's Group or (b) you undergo a Change of Control.

8.4 Subject to Clauses 8.2 and 8.3, Aviva may terminate the Service by giving you no less than six months' written notice at any time.

8.5 Subject to Clause 8.2, you may terminate the service by giving Aviva no less than 3 months' written notice at any time.

8.6 Immediately upon the termination of the Service, your access to AME and our provision of the Service shall cease.

8.7 We acknowledge that in the event of termination of this Agreement, you may instruct a new party to provide services similar to the Service. Following written notification from you, Aviva shall pass all data, information and reports belonging to you to any party you nominate as soon as reasonably practicable, subject to you agreeing to meet reasonable costs of the handover of such data, information and reports.

8.8 The provisions of this Agreement which are intended or by their nature ought to survive termination shall survive termination or expiry of this Agreement, however and whenever occurring. In

particular, Clause 6 (Indemnities) and Clause 15.1 (Confidentiality) shall survive termination of this Agreement.

- 8.9 Termination of this Agreement however and whenever occurring shall not prejudice or affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.

9. SUSPENSION OF SERVICE

- 9.1 Notwithstanding any provision to the contrary in this Agreement and in addition to any rights to terminate the Agreement or suspend the Service, Aviva reserves the right to suspend or withdraw your access to the Service without any notice and without incurring any liability in the event of (a) anybody other than you accessing the Service using your log in detail (or Aviva reasonably suspects that to be the case); (b) any material breach of this Agreement by you or any of your employees, contractors or agents; (c) access to or use of the Service becoming adversely comprised by reason of anything done by you or your employees, contractors or agents, including through the intentional or accidental introduction or transmission of a Virus into AME and/or the Practice Site or (d) any adverse impact to Aviva's reputation by reason of anything done by the User or the User's employees, contractors or agents.

- 9.2 Whilst we will endeavour to give you notice of any scheduled maintenance where possible, you acknowledge that we shall be entitled at any time, at our sole and absolute discretion and without incurring any liability, to amend, suspend or withdraw your access to the Service for (a) any period where Aviva considers it appropriate in order to protect the Service against any actual, suspected or threatened Virus; (b) emergency or unplanned maintenance of, or emergency or unplanned disaster recovery or business continuity work on the Service; (c) any period required to complete necessary IT maintenance to repair any faults or issues affecting the provision or quality of the service; and (d) to accommodate the provision of any IT release or upgrade.

10 YOUR RESPONSIBILITY

- 10.1 You will be responsible for: (a) notifying Aviva as soon as reasonably practicable if you suspect and/or become aware of any unauthorised access to or use of the Service by any person; and (b) taking all necessary steps to prevent any unauthorised access to and/or use of the Service.

- 10.2 You will ensure that the users (a) take all necessary steps to prevent any unauthorised access to and/or use of AME and the Practice Site; and (b) notify Aviva as soon as reasonably practicable if you or any user suspects or becomes aware of any unauthorised access to or use of AME and the Practice Site by any person.

- 10.3 AME and the Practice Site have not been written to meet your individual requirements. It is your responsibility to ensure that AME and the Practice Site meet your requirements.

- 10.4 You will be solely responsible for ensuring that all Regulatory Requirements are being complied with. Aviva will not be held responsible for any failure to comply with Regulatory Requirements.

- 10.5 You indemnify Aviva from and against any loss, damage, expense, claim, award, costs and/or liabilities sustained or incurred by Aviva as a result of (a) any use of AME or the Practice Site by the User other than as authorised by this Agreement; and (b) any damage of any nature caused to AME or the Practice Site by the actions of the User.

11 PERFORMANCE AND AVAILABILITY

- 11.1 You acknowledge and accept that the performance of the Service may from time to time be adversely affected or impaired for technical or other reasons.

- 11.2 Other than as explicitly set out in this Agreement, Aviva gives no warranty, representation, undertaking or other legal commitment or assurance that (a) the Service will operate without interruption or error or (b) in respect of the Service's functionality, that it is fit for purpose or compatible with your systems.

- 11.3 You will ensure that you are able to accommodate, without notice and at no additional cost to Aviva (a) any IT releases or upgrades provided in order to improve or repair AME or the Practice Site; and (b) any IT releases or upgrades required in order to ensure that AME and the Practice Site comply with Regulatory Requirements. At no point are you entitled to refuse to allow or accommodate changes to the Service that are required to comply with Regulatory Requirements

12 USER DATA AND DATA PROTECTION

- 12.1 You are responsible for uploading User Data to the AME and the Practice Site. You acknowledge that the performance of the Service is dependent on the accuracy of the User Data provided by you and accordingly Aviva shall not be liable for any errors in the outputs and related

functions of the Service caused by inaccuracies in the User Data provided by you.

- 12.2 The parties shall observe and comply with all of their respective obligations under the Data Protection Act 1998 in connection with the User's use of AME and the Practice Site and in performing their respective obligations under this Agreement. With respect to the parties' rights and obligations under this Agreement, the parties agree that the User is the Data Controller and Aviva may from time to time be the Data Processor (as such terms are defined in the Data Protection Act 1998).
- 12.3 You consent to Aviva and the Service Provider storing, copying and using the User Data (a) as necessary for the provision of the Services (b) for the purposes of the monitoring by Aviva of your use of the Service to ensure the appropriate Charges, as set out in the Commercial Terms, are being applied and (c) for the purposes of extracting non-identifying data to be used for trend analysis.
- 12.4 Upon termination of the Agreement and upon your request, we will provide (in a format specified by Aviva) you with a copy of User Data and functions performed by AME for you following which the User Data may be permanently deleted from AME.
- 12.5 We will process the User Data only to the extent, and in such manner, as is necessary for the purposes of this Agreement and shall not process the User Data for any other purpose.
- 12.6 We shall comply with any request from you requiring Aviva to amend, transfer or delete the User Data in accordance with the Services Schedule.
- 12.7 If we receive any complaint, notice or communication which relates directly or indirectly to the processing of the User Data or to a party's compliance with any data protection legislation, we shall immediately notify you and shall provide you with full co-operation and assistance in relation to any such complaint, notice or communication.
- 12.8 Aviva shall not and will procure that the Service Provider will not transfer the User Data outside the European Economic Area without the prior consent of the User. If such consent is given, we shall ensure that any such transfer is affected in accordance with all applicable law.
- 12.9 We shall promptly inform you if any User Data is lost or destroyed, is subject to

unlawful processing or becomes damaged, corrupted, or unusable.

- 12.10 We shall back-up the User Data on AME and, in the event that any User Data on AME is lost, destroyed or damaged, we shall, at our expense, restore the User Data on AME. We shall have no liability to restore (i) any User Data lost, destroyed or damaged as a result of your use of AME other than in accordance with the terms of this Agreement; or (ii) any data lost, destroyed or damaged arising from the failure of any system other than AME including the User's payroll systems.
- 12.11 We shall implement appropriate physical, technical and organisational security measures to protect the User's Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

13 FORCE MAJEURE

Neither you nor Aviva will be liable for any failure or delay in its performance under this Agreement due to a Force Majeure Event provided that the party seeking to claim relief has (a) notified the other party of its intention to claim relief and supplied the other party with a report giving details of the Force Majeure Event as soon as reasonably practicable and (b) taken all practicable steps and continues to take all practicable steps available to rectify the circumstances comprising the Force Majeure Event and to minimise the damage caused thereby.

14 VARIATION

We reserve the right to vary these Terms and Conditions. If the change is to your advantage, we can make the change without giving you notice. We may also make changes without giving you notice if we are simply putting right any mistakes or making some wording clearer. If we make a change to these Terms and Conditions, the new terms will be available on our site at <https://www.aviva.co.uk/documents/view/sp03301.pdf>

Please check this page from time to time to take note of any changes we make as they are binding on you.

15 GENERAL

- 15.1 You will undertake to keep, and procure to be kept confidential, all confidential information belonging to the other and, save where expressly provided for in this Agreement, shall neither disclose nor disseminate the same to any other person nor reproduce it in any form or by any means without the express prior written consent of the other.
- 15.2 Upon giving written notice to you, Aviva may assign all of its rights and delegate all of its duties hereunder to a corporation acquiring, or taking an interest in, at least that portion of its business, patents and properties to which these terms relate, or to any corporate successor by way of merger, consolidation or reorganisation, provided that the assignee first delivers to you a reasonable and adequate written statement that the assignee assumes all of Aviva's obligations in respect of this Agreement and Aviva remains liable for any breach of its or the assignee's obligations. In addition, Aviva may assign all of its rights and delegate all of its duties hereunder to any other Aviva Group Company.
- 15.3 You may not assign or transfer any of your rights or delegate any of your duties under this Agreement without the prior written consent of Aviva.
- 15.4 Failure or omission by a party to require strict or timely compliance with any provision of this Agreement will not affect any right of that party to remedies it may have in respect of any breach of a provision.
- 15.5 These Terms and Conditions for use of the AME Service together with your Commercial Terms and Service Schedule constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces, and no reliance will be placed upon, any prior or contemporaneous proposals, representations, discussions, obligations of any nature, duties, draft or proposed written contracts, letters of intent, understanding or agreements, whether written or oral and whether express or implied, regarding such subject matter.
- 15.6 The relationship between Aviva and the User is that of independent contractors. Neither party will, as a result of this Agreement, become an employee or agent or partner of the other party.
- 15.7 If any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be deemed to be severed from this Agreement only to the extent of such determination, and where permitted by such determination, and the remaining provisions of this Agreement will not be affected and will remain valid and enforceable.
- 15.8 This Agreement confers certain rights on other Aviva Group Companies and Aviva shall be entitled to enforce such rights on behalf of such Aviva Group Companies. Any losses suffered by other such Aviva Group Companies will be deemed to be losses suffered by Aviva for the purposes of this Agreement and Aviva shall be entitled to recover such losses on behalf of such Aviva Group Companies. Save for the rights conferred on other Aviva Group Companies referred to above, you agree that nothing in this Agreement shall confer or purport to confer or operate to give any third party any benefit or any right to enforce any part of this Agreement.
- 15.9 All notices to be given to a party under this Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post to the address, detailed for the party set out in the Commercial Terms.
- 15.10 The Commercial Terms may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.
- 15.11 The construction, validity and performance of this Agreement shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Aviva's Auto-enrolment Manager for Employers (AME) Terms and Conditions for Service

Frequently Asked Questions

These FAQs are designed to specifically address queries which may arise from the Terms and Conditions under which AME is operated. This document is for guidance only and does not form part of your terms and conditions for service.

1. What documents constitute the AME agreement?

The agreement between Aviva and you, the employer, is formed from your Commercial Terms, the Services Schedule and the Terms and Conditions for the AME Service.

2. Does using AME mean I am guaranteed to comply with the auto-enrolment legislation?

Through providing AME, Aviva does not guarantee that all of the requirements of auto-enrolment legislation and subsequent regulations will be complied with. AME is an administrative tool designed to help you meet these requirements, but the burden for compliance remains your responsibility. Please see the Terms and Conditions for Service for full details.

3. Who are 'Wipro' and 'Sungard'?

Wipro Technology Group ("Wipro") (a strategic partner of Aviva) has been engaged by Aviva to develop the AME system and will provide the support and maintenance for all the AME source code. Once complete the AME source code is packaged up and loaded onto a private cloud provided to Wipro by SunGard.

SunGard are a specialist data housing company, they provide the enterprise cloud and managed hosting element of the solution provided by Wipro. They are a leading cloud server provider and provide the secure infrastructure for the AME data servers. The infrastructure provided is ISO27001 & SAS 70/ISAE3402 certified. The SunGard infrastructure for AME is located in the UK at dual locations (for disaster recovery and business continuity purposes) in Woking and Reading.

4. What is the Practice Site?

The Practice Site is a 'trial version' of AME which you may be given access to prior to your Effective Date. This will give you the opportunity to test the features of AME and learn to navigate the site before using the live version.

If you wish to do so, you can enter some employee data into the Practice Site to view the features. However, you should be aware that the Practice Site is intended to replicate the features of AME and any live data used could result in some of AME's features acting as if the site was live. For example, if you enter an employee's actual email address and test the feature designed to send communications to an employee, an actual email will be sent. We would therefore recommend you using your own email address, or a false email address for these purposes.

Use of the Practice Site will also allow you to upload data and check that the format of your payroll data is compatible with AME. If the event of any problems, you can identify these and make any necessary adjustments prior to using AME.

Please note that your data will not automatically transfer from the Practice Site to AME. It is your responsibility to ensure that your data is uploaded into AME once available. Once you have access to AME, it is important that you ensure that you are entering data into the correct version, as your access to the Practice Site may continue for a short interim period after your access to AME is granted.

5. How do I get access to the live AME site?

AME can be accessed by you and your authorised employees, contractors or agents as a web-based tool. Once you have signed and returned the Commercial Terms and Conditions, you will be provided with a username and temporary password to grant you access. Once this temporary password has been used once, you will be prompted to change your password for security reasons. You will then be able to use these account details whenever you wish to sign into AME to view or make changes to your data.

When signing into AME, you will also be prompted to read and agree to the Terms and Conditions. Please ensure you read and understand these terms before continuing.

6. What should I do if I think that someone has accessed AME without my authorisation?

You must notify Aviva immediately if you suspect or become aware of anyone accessing AME without authorisation. You must take necessary steps to prevent the possibility of unauthorised access.

7. How will I be charged for using the AME Service?

Please see your Commercial Terms and Service Schedule and the Terms and Conditions above for use of the AME service for full details.

8. What happens if I don't pay the charges?

If you do not pay the charges for AME as set out in your Commercial Terms, your access to the service may be suspended or terminated. In the event of a late payment, interest may be charged.

Please see the Terms and Conditions above for full details.

9. How do I terminate the agreement?

The agreement runs for successive twelve month periods until terminated.

There are a number of ways in which the agreement may be terminated. If you do not wish the agreement to automatically renew at the anniversary of the start date, written notice must be given at least three months prior to the renewal date. Alternatively, you may give 3 months' written notice to terminate the agreement at any time.

If you choose to terminate the agreement with 3 months' notice and have already paid your fee for 12 months, no amount will be refundable for the time you have paid for but do not use. In the event that Aviva chooses to terminate the agreement with 6 months' notice, any difference between the time you have paid for and the time you are able to use the service will be refunded.

10. I am looking to use/purchase AME for multiple employers within a parent company. Do I need to sign a separate agreement for each employer?

Yes. A new agreement must be signed for each individual legal entity intending on processing employee data for the purposes of auto-enrolment, even if the companies operate under the same parent company. The terms and conditions are not designed to cater for multiple employers concurrently.

11. How is the data stored and accessed?

All data uploaded by the user will be stored on Wipro's servers located in the United Kingdom. The infrastructure of the servers and of AME itself is provided by Sungard.

AME is a web based application accessed via a secure login. It is a self-serve tool to be used by the Employer or one of their designated account holders and neither Aviva nor any other organisation have the permissions for or access to the Employers AME account. Aviva support are able to manage the general account settings for the Employer (for example reset passwords, unlock a locked account, etc)

once the Employer user has validated their identification using the Personal and Security questions as defined in the account set up process

12. Who is responsible for Data Protection?

Aviva take Data Protection very seriously and have given careful consideration to the role that Aviva, Wipro and Sungard will undertake for Data Protection Purposes.

During the normal operation of AME, Aviva will not process any data. However, in limited circumstances, Aviva may be involved in the processing of data in order to facilitate IT troubleshooting and repairs. As the UK based Wipro team have some administration rights to the data servers they are occasionally data processors acting on behalf on Aviva. Their administration rights are limited to completing the support functions detailed in the answer to question 12.

In the rare event that severe IT issues require resolution, the third tier technical support team based in India may need to access the system. Aviva will not allow this access or any access to the data from outside the European Economic Area without your prior consent. For more details, please see the answer to question 12 below.

SunGard have no access to the data on the servers and do not process any data. SunGard's role is limited to monitoring the health of servers in the production environment. SunGard may access to the production servers for purposes of operation system management and patching, but this does not involve accessing any data. SunGard does not have access to the application or database provided and administered by Wipro.

You, as the Employer, are responsible for loading in the payroll data to the required specification. You remain the data controller throughout and it is your responsibility to maintain the accuracy of the data loaded.

13. What support is available for AME?

What support do I get at outset?

When you begin to use AME you will be provided with a detailed user guide to show you how to use the system. This will enable you to get started and answer any initial queries. You will also be given the option to have access to the AME Practice Site to help you familiarise yourself with the set up and data formats before you start using the live version of AME.

What about on-going support?

AME is supported by an Aviva team whose sole function is to provide you and your users with information and assistance on AME. They are UK based and you will only ever deal with Aviva staff. The AME support team are there to provide help and assistance on using the AME system. They cannot access the data held within your account but can help you administer the AME system.

Second line support is provided by a Wipro support team, they are located with the Aviva AME support team in the UK. If your issue cannot be resolved in the UK and offshore assistance is needed then the 'scenario' is replicated on a test environment using dummy data that the offshore technical team can work on and provide a suitable fix/explanation on to the on-shore team.

In the very rare instance that the problem cannot be replicated then it may be necessary for an off-shore resource to view the on-shore computer remotely in order to better understand the issue. This is controlled entirely by the on-shore resource and is limited to what is on the AME screen, not the source database underneath. Access to the data servers from India is not permitted without your prior consent.

14. What other Aviva Group Companies could be involved?

There are a large number of companies within the Aviva Group. The AME agreement is with just one of those companies – Aviva Life & Pensions UK Limited. However certain rights which the agreement seeks to protect may not belong to Aviva Life & Pensions but to another member of the Aviva Group, such as intellectual property rights or relevant data. Under law, if you are not a party to the agreement, you may not actually be able to benefit from the protections. The agreement is designed to clarify that Aviva Life & Pensions should be able to enforce a protection under the agreement even if strictly speaking it is a protection relating to something belonging to another Aviva company.

15. What is Aviva's liability under the Terms and Conditions?

Aviva are clear that AME is an administrative tool and it is your responsibility to ensure compliance regarding regulatory requirements, such as auto enrolment legislation. Aviva set out what the service comprises of in the Services Schedule of your Commercial Terms.

Whilst Aviva are confident that the AME system delivers outcomes compliant with the regulatory requirements, Aviva cannot control the quality of data being input nor ensure that you comply with the requirements that are wholly external to AME, such as sending annual statements to scheme members. For these reasons, Aviva cannot accept liability for any failure to comply with regulatory requirements.

Aviva are not prepared to accept liability for any burden over and above that which is set out in the Services Schedule and the Terms and Conditions for the AME Service. It is for you to satisfy yourself that the tool is fit for its purpose. This stance reflects Aviva's risk appetite.

16. What are the confidentiality requirements of the Terms and Conditions?

The Terms and Conditions for the AME Service contain a clause specifically requiring both parties to keep confidential all information belonging to the other. All data is kept completely secure, with employees trained on data protection and confidentiality requirements.

17. Who is responsible for ensuring that users of the service comply with the Terms and Conditions?

You will be responsible for ensuring that your employees or contractors (and any other user) use the service in accordance with the Terms and Conditions.

Please see the Terms and Conditions for the AME Service for full details.

18. When will the AME system be available?

We will endeavour to provide continuous availability of AME but the service may be interrupted from time to time in accordance with the Terms and Conditions for the AME Service, such as when IT maintenance is required. Our aim is for AME to be available for 98% of core business hours (Monday to Friday 9am to 5pm) and 90% of the time outside these core hours.

The Practice Site is intended to replicate the features of AME and provide you with guidance as to how AME works. However, the Practice Site is not identical to AME and at times will take longer to complete tasks during peak times. Our aim is for the Practice Site to be available for 90% of core business hours.

For full details of when the service may be interrupted, please refer to the Services Schedule in your Commercial Terms.

| Retirement | Investments | Insurance | Health |

Aviva Life & Pensions UK Limited. Registered in England No. 253947. Wellington Row, York, YO90 1WR. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 185896.
[aviva.co.uk](https://www.aviva.co.uk)