

Additional Terms and Conditions
to the Framework Agreement and Call-Off Contract

1. INTERPRETATION

The terms and expressions set out in Schedule 1 shall have the meanings set out in Schedule

2. THE PROJECT SERVICES

2.1 Unless expressly agreed otherwise, any date or dates referred to shall constitute estimates only and the Supplier will not be liable for any delay in delivery and time shall not be of the essence in the Call-Off Contract.

2.2 Following each Iteration the Buyer shall have the right to inspect the outcome of that Iteration.

3. CHANGES

3.1 Changes to G Cloud Services may be made in accordance with the Agile Development Methodology to the extent they fall within the scope of this. Any other changes to be made to shall follow the variation procedure set out in the relevant clauses of the Framework Agreement or Call-Off Contract.

3.2 If the Buyer requests the Supplier to make a variation and subsequently does not proceed with the variation, the Buyer shall pay the Supplier's reasonable actual costs which are directly incurred by the Supplier in the preparation of a response to the variation request.

4. FACILITIES TO BE PROVIDED

4.1 Where provided for in the Call-Off Contract, the Buyer shall provide for each employee of the Supplier engaged in work on the Premises, a suitable place of work and necessary supplies and amenities comparable to those provided for the Buyer's staff of similar status.

4.2 The Buyer shall make available to the Supplier's authorised personnel such operational and/or systems programming staff, data, computer time and programs as appropriate together with such facilities reasonably requested by the Supplier for such purpose as shall be defined in the Supplier's request for such resource.

5. ACCESS TO THE PREMISES

5.1 The Buyer shall afford to the authorised personnel of the Supplier at all reasonable times and with prior consent which shall not be unreasonably withheld such access to the Premises as may be necessary for the execution of G Cloud Services.

5.2 The Supplier shall observe through its staff and work people all reasonable rules applicable to the Premises. The Buyer shall have the right to refuse admittance to, or order the removal from, the Premises of any person employed by or acting on behalf of the Supplier who, it is demonstrated by the Supplier is not a fit and proper person to be on the Premises.

5.3 Action taken under Clause 5.2 shall forthwith be confirmed in writing to the Supplier by the Buyer.

6. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

6.1 Subject to clause 11.6 of the Call-Off Contract, the indemnity granted to the Buyer from the Supplier shall be conditional upon the following:

- 6.1.1 The Buyer shall promptly notify the Supplier in writing of any alleged infringement of which it has notice;
 - 6.1.2 Unless permitted by the Supplier, the Buyer shall make no admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights by the Buyer or the Supplier; and
 - 6.1.3 The Buyer, at the Supplier's request and expense, shall allow the Supplier to conduct any negotiations or litigation and/or settle any claim. The Buyer shall give the Supplier all reasonable assistance. The costs incurred or recovered in such negotiations or settled claim shall be for the Supplier's account.
- 6.2 Subject to clause 11.7 of the Call- Off Contract, the Supplier shall at its own expense and option also undertake such other action as the Supplier may propose to avoid or settle such claim, demand or action, irrespective of the other remedies described in clause 11.7.
- 6.3 If, in the Supplier's reasonable opinion, a replacement or modification in accordance with clause 11.7 of the Call- Off Contract is not possible so as to avoid the infringement or the Supplier has been unable to procure a licence, the Buyer shall return the Software subject to the infringement or alleged infringement and the Supplier shall refund the Charges paid in respect of such Software.
- 6.4 The indemnity in clause 11.7 of the Call- Off Contract and the provisions of Clause 6.2 of this Additional Terms and Conditions shall not apply to the extent that any infringement or alleged infringement has arisen from or in connection with:
- 6.4.1 any modifications of the Software made by the Buyer or its sub-contractors or agents; or
 - 6.4.2 the use of the Software in combination with any other materials, software, equipment or systems not supplied or approved by the Supplier or in a manner not contemplated by the Call-Off Contract;
 - 6.4.3 any infringement which is as a result of compliance by the Supplier with any part of the Proposal (or equivalent document) that is a requirement of the Buyer; or
 - 6.4.4 the Buyer's use of the Software other than as authorised or intended under the Call-Off Contract.
- 6.5 Subject always to the limitation of liability provisions contained in the Framework Agreement and Call-Off Contract, this Clause 6 states the Supplier's entire liability and the Buyer's sole remedy with regard to an infringement (whether actual or alleged) of Intellectual Property Rights.

7 ASSIGNMENT AND SUB-CONTRACTING

The Supplier may sub-contract its obligations under the Call-Off Contract its affiliated companies in Poland (Objectivity Sp. z.o.o.) and in Mauritius (Objectivity Software Services Ltd.) which in turn engage the services of dedicated full time individuals via their individual operating companies provided that the Supplier shall at all times remain liable and responsible for the performance of such sub-contractors.

8 NON-SOLICITATION

- 8.1 For the duration of the Call-Off Contract and for a period of twelve months thereafter, both parties agree that they shall not, without the prior written consent of the other, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other

person and where there is a principle, shareholder, director, employee, agent, consultant, partner or otherwise:

- 8.1.1 solicit or entice, or endeavour to solicit or entice, away from the other, or employ, or offer employment to any person who has worked on the Project Services; or
- 8.1.2 attempt, or knowingly assist or procure any other person to do the above.
- 8.2 If either party shall engage the services of any member of the other party's staff, whether as employee or as independent contractor, during the term or within twelve months thereof, said party will pay to the other party a fee of 50% of the starting annual salary (or contractor equivalent) of the member of staff.
- 8.3 This clause shall not apply to restrict either party from employing (or offering to employ) any person engaged in the provision, receipt or administration of G Cloud Services who has responded to general recruitment advertising.

9 NO SET OFF

All payments to be made by the Buyer to the Supplier under the Call-Off Contract will be made in full without any set off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Buyer is required by law to make any such deduction or withholding.

SCHEDULE 1

DEFINITIONS

"Agile Development Methodology" shall mean a development process used by Supplier, drawing on the guidelines presented in the Scrum development methodology.

"Developed Software" shall mean the programs (including the source code) and associated documentation, to be developed by Supplier specifically for Buyer under the Call-Off Contract.

"Documentation" shall mean the instructional and/or operational manuals relating to the Developed Software which are to be developed by Supplier in accordance with the Call-Off Contract .

"Intellectual Property Rights" shall mean patents, trademarks, service marks, rights to semiconductor chip topographies, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names, goodwill associated with the foregoing and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom).

"Iteration" shall mean a fixed-duration cycle of development.

"Objectivity Software" shall mean all software owned by or licensed to Supplier and which is used by or for Supplier in the provision of the Project Services other than the Developed Software.

"Objectivity Tools and Methodologies" shall mean all methodologies, software development tools, libraries, ideas, methods, process, reports, concepts and techniques and other materials owned by or licensed to Supplier and used by or for Supplier and/or any Sub-Contractor or agent in the provision of the Project Services.

"Premises" shall mean the place or places, other than Supplier's premises to which the Software is to be delivered or where work is to be done.

"Software" shall mean the Developed Software and any of Supplier's Software together with the Documentation including but not limited to programs, data files, databases, data and other related information stored on computer media or otherwise, together with any subsequent releases, corrections, additions, and/or modifications made and supplied by Supplier to Buyer under each Work Package.

"Proposal" shall mean a document to be prepared in accordance with the Agile Development Methodology and varied in accordance with the Agile Development Methodology, referring to recommended solutions, benefits of the proposed approach and a summary of costs and timescales