

CSI FRAMEWORK AGREEMENT

COMPUTER SYSTEMS INTEGRATION LTD

TERMS AND CONDITIONS

Version	7.0
Date	08/07/2021
Valid from	1 ST August 2021

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Client Account Number: [COxxxxxx]

This Framework Agreement is dated [DATE]

BETWEEN

- (1) **Computer Systems Integration Limited**, a company incorporated in England and Wales (registered company number 01748591) whose registered office is at Lynton House, 7-12 Tavistock Square, London WC1H 9BQ, England ("**CSI**"); and
- (2) [????] a company incorporated in England and Wales (registered company number [????]) whose registered office is at [????] ("**Client**"), each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) CSI and its Affiliates are in the business of supplying Managed Services, Services and Products to clients.
- (B) Client wishes to appoint CSI or one of its Affiliates to provide some or all of the Managed Services, Services and/or Products to Client or one of its Affiliates.
- (C) When Client or any of its Affiliates wishes to buy any Managed Services, Services and/or Products from CSI, if CSI is able to meet such request, the relevant Parties will enter into a separate contract subject to and in accordance with the terms and conditions set out in this Framework Agreement.
- (D) Each Order signed by the relevant Parties constitutes the binding contract for the provision of Managed Services, Services and/ or Products by CSI as applicable subject to and in accordance with the terms and conditions set out in this Framework Agreement.

AGREED TERMS

PART A – GENERAL TERMS APPLICABLE TO ORDERS FOR MANAGED SERVICES, SERVICES AND/ OR PRODUCTS

Part A sets out the general terms at Clauses 1 – 24 inclusive which shall apply to any Order between the Client and CSI, irrespective of whether such Order is for the performance of Managed Services, Services and/or the sale or licence of Products, or any combination of those.

Parts B, C and D set out specific, additional terms applicable to the provision of the Managed Service, the performance of Services and/or the sale or licence of Products respectively

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation as set out in Schedule 1 apply in this agreement.

2. AGREEMENT TO PROVIDE MANAGED SERVICES, SERVICES AND PRODUCTS

- 2.1 Client accepts that Managed Services, Services and Products are supplied in consideration of the payment by Client to CSI of the relevant Charges in accordance with Clause 4.
- 2.2 The supply of Managed Services, Services and/or Products by CSI shall be governed by:
 - 2.2.1 the terms and conditions in this agreement (including its Schedules); and
 - 2.2.2 the terms set out in any applicable Order.
- 2.3 If there is, at any time, any conflict, ambiguity or inconsistency between any of the terms and conditions in the front end of this agreement, (being Parts A, B, C and D), the Schedules to this agreement and the terms set out in any Order, then the following order of precedence will apply (in descending order) unless expressly provided otherwise in the applicable Order:
 - 2.3.1 the appropriate specific Parts B, C and/ or D (as applicable) of this agreement;
 - 2.3.2 Part A of this agreement;
 - 2.3.3 the Schedules to this agreement;
 - 2.3.4 any annexes or appendices to the Schedules;
 - 2.3.5 the Order.
- 2.4 Any Order signed by both Parties may only be varied in writing between the Parties in accordance with Clauses 15 and 26.5 of this agreement.

3. ORDERING

- 3.1 Each Order shall be agreed in the following manner:
 - 3.1.1 Client shall request CSI to provide any or all of the Managed Services, Services and/ or Products. Client shall provide CSI with as much information as CSI reasonably requests in order to assess its ability to provide the Managed Services, Services and/ or Products requested;
 - 3.1.2 following receipt of the information requested from Client, one of the following will occur:
 - (a) CSI shall, as soon as reasonably practicable, inform Client that it declines to provide the requested Managed Services, Services, and / or Products; or
 - (b) in respect of requests by Client for Managed Services and/or Services:
 - (i) CSI shall, as soon as reasonably practicable, provide Client with a draft statement of work, proposal or equivalent document;
 - (ii) CSI and Client shall discuss and agree the draft statement of work, proposal or equivalent document; and

- (iii) both parties shall sign the agreed statement of work, proposal or equivalent document or Client shall raise a purchase order referencing the agreed statement of work, proposal or equivalent document, and the agreed statement of work, proposal or equivalent document shall be referred to as the "Order"; and
- (c) in respect of requests by Client for Products, CSI shall, as soon as reasonably practicable, either:
 - (i) ask Client to submit a signed purchase order for the Products; or
 - (ii) issue Client with a quotation or a proposal in respect of the Products, and the signed purchase order and/or quotation shall be referred to as the "Order".
- 3.2 Once an Order has been agreed and signed in accordance with Clause 3.1, no amendment shall be made to it except in accordance with Clauses 165 and 26.5.
- 3.3 Each Order shall be subject to the terms of this agreement (as applicable) but shall form a separate contract between the Parties to it.
- 3.4 This agreement and each Order shall apply to the exclusion of and prevail over any terms or conditions that the Client seeks to impose or incorporate, (whether on any purchase order which has been provided by the Client or otherwise) or which are implied by trade custom or practice or course of dealing.
- 4. **CHARGES AND PAYMENT**
- 4.1 Charges payable and the payment terms for any of the Managed Services, Services and/or Products will be set out in the Order. Where the Order makes no such provision as to the Charges payable and/or the payment terms, such Order shall be treated as invalid until such time as the parties have agreed such Charges and/ or payment terms.
- 4.2 Unless otherwise provided for in a relevant Order, Managed Services, Services and/or Products shall be provided during Working Hours. Managed Services, Services and/or Products provided outside Working Hours shall only be provided subject to specific prior agreement between CSI and Client and will be subject to the out-of-hours Charges specified in the Order, and if no such out-of-hours Charges are specified in the Order then the following multipliers are applicable to CSI's prevailing day rates:
 - Mon-Fri - 1.5x rate
 - Sat-Sun - 2.0x rate
- 4.3 Where a given Charge is payable by reference to a period of time and the Order

- under which such Charge is payable terminates part way through that period, Client shall be obliged to pay that Charge on a pro rata basis for the period up to the date of termination of the Order.
- 4.4 Where CSI has entered into a Service Provider Licensing Agreement with a Software Vendor of Third Party Software and, in its receipt of the Managed Services, Services and/ or Products supplied by CSI, Client is the sole beneficiary of any Software Vendor's Third Party Software, CSI may pass on to Client any price increase imposed on CSI by the Software Vendor. Where multiple CSI clients have the benefit of any such Software Vendor's Third Party Software, CSI reserves the right to pass on to Client a reasonable apportionment of such price increase. CSI will provide advance written notice of any such increase, together with a copy of the price increase notice received from the applicable Software Vendor.
- 4.5 The currency of this agreement is pounds sterling and all amounts due under this agreement shall be invoiced in pounds sterling (**sterling**).
- 4.6 The Client shall have the option of paying all amounts due under this agreement in either:
 - 4.6.1 sterling; or
 - 4.6.2 the Client's local currency or any other currency that is not sterling (**local currency**).
- 4.7 The rate of exchange shall be National Westminster bank's spot rate for the purchase of the local currency at 17.00 on the relevant day. For the purposes of this clause the "relevant day" means the day CSI first receives payment of the amount paid in local currency (or, if that is not a Business Day, the Business Day immediately following it).
- 4.8 If the Client makes payment of any amount due under this agreement in local currency, it shall pay on CSI's written demand 100% of any shortfall from the sterling amount invoiced that arises when the amount paid in local currency is converted into sterling in accordance with clause 4.7, along with any bank or other costs of conversion incurred by CSI, provided, however, that CSI shall waive any shortfall that is less than 3% of the corresponding sterling amount owed.
- 4.9 CSI shall on written request provide the Client with data supporting its calculation of the sterling equivalent of any payment in local currency, any shortfall from the sterling price, and any conversion costs.

- CSI's invoice for these amounts shall be binding on the Client, in the absence of manifest error.
- 4.10 If there is an increase in costs of: (i) more than 3% charged to CSI by any supplier; or (ii) in the aggregate by its suppliers in connection with this Agreement due to currency fluctuations then CSI shall be entitled to pass on such increases to the Client and increase the Charges by an equivalent amount.
- 4.11 Charges will be payable within thirty (30) days of the date of the invoice that CSI sends to Client in respect of those Charges (the "**Due Date**").
- 4.12 Client shall pay by the Due Date all undisputed amounts in full without any deduction or withholding and Client shall not be entitled to assert any credit, set-off or counterclaim against CSI in order to justify withholding payment of any such amount in whole or in part. CSI may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by CSI to the Client.
- 4.13 Disputed invoices must be notified to CSI in writing within five (5) Business Days of the date of the invoice.
- 4.14 In the event any applicable credit insurance facilities are withdrawn, CSI shall be entitled to request payment for the Managed Services, Services and/or Products as applicable in advance of delivering the Managed Services, Services and/or Products to Client.
- 4.15 Unless otherwise stated in an Order, all Charges set out or referred to in the Order are exclusive of VAT and any other imposed taxes or duties for which Client shall be additionally liable.
- 4.16 Client will pay interest to CSI in respect of the late payment of any sum due under the Order both before and after judgment which interest will accrue each day at 2% a year above Barclays Bank's annual base rate from time to time, but at 2% a year for any period when that base rate is below 0%.
- 4.17 If a Trigger Event occurs then CSI shall be entitled to increase the Charges subject to such increase being no more than 15% of the Charges at the date of the increase.
- 5. CLIENT'S OBLIGATIONS**
- 5.1 Client shall:
- 5.1.1 provide CSI, its Personnel and sub-contractors with all reasonable co-operation as necessary in relation to this agreement;
- 5.1.2 provide CSI, its Personnel and sub-contractors with all assistance as may be reasonably requested by CSI from time to time in relation to Orders made under this agreement;
- 5.1.3 obtain and maintain all necessary licences and consents as required by any Order and perform its obligations under this agreement in accordance with all Applicable Laws;
- 5.1.4 promptly provide any assistance, information, health, safety and access information relating to Client Site(s) where relevant, including facilities, Documentation, access and other matters reasonably requested by CSI;
- 5.1.5 provide for CSI, its employees, Personnel and sub-contractors access to Client Sites and other facilities free of charge as reasonably required by CSI including any such access as is specified in an Order and provide a safe system of work and discharge all of its obligations under all applicable health and safety legislation at all Client Site(s) visited by CSI Personnel or sub-contractors in the course of performance of CSI's obligations under this agreement such obligations including but not limited to the delivery and installation of Products at Client Site(s);
- 5.1.6 promptly inform CSI of any matters which it has reason to believe are likely to materially adversely affect the provision of the Managed Services, Services and Products to Client (including any proposed change to Client's Environment or in a Client's infrastructure, or delay);
- 5.1.7 promptly comply with CSI's reasonable instructions and advice relating to the provision of the Managed Services, Services and/or Products and security, integrity or performance of the Managed Services, Services and/or Products;
- 5.1.8 meet any additional Client obligations as detailed in any Order and advise CSI promptly of any issue or delay that could impact the Managed Services, Services and / or Products delivery; and
- 5.1.9 complete its agreed responsibilities in relation to Acceptance Tests (if applicable), and notify CSI of any failures in writing, within ten (10) Business Days, unless otherwise agreed in the applicable Order.
- 5.2 Without prejudice to Clause 7.6, if Client shall fail to comply with any material obligation in relation to the provision of the Managed Services, Services and/ or Products, then CSI may on written notice suspend the provision of the Managed Services, Services and/ or Products affected until such failure has been fully remedied by Client and the time for delivery shall be

- extended to reflect any resulting delay. If in CSI's reasonable opinion the delay has resulted in an actual increase in the cost to CSI of carrying out its obligations under an Order, unless otherwise provided for in a relevant Order, CSI may invoice Client for the difference between CSI's actual cost of carrying out its obligations and the amount charged to Client for the Managed Services, or Services, or Products affected. CSI acknowledges it has a positive obligation to mitigate its costs in relation to all delays.
- 5.3 Unless otherwise agreed to the contrary in an Order, Client shall be responsible for providing, at its own expense, such computer hardware and Client Software as CSI may reasonably require to carry out its obligations to supply any of the Managed Services, Services and/ or Products and for maintaining such computer hardware and Client Software.
- 5.4 Client shall ensure that, in relation to a given Order, it maintains at its own cost the continuous operation of Client's Environment, except where this is the responsibility of CSI under the terms of an Order. Client acknowledges that whilst CSI may provide advice as to how the requirements for Client's Environment might be met, CSI shall have no responsibility or liability for the selection, implementation, operation, security, maintenance or suitability of Client's Environment, unless CSI is specifically contracted to provide such advice in an Order.
- 5.5 Whilst it remains on Client's premises and/or in Client's control or possession, and unless otherwise agreed as part of the terms of an Order, Client shall keep and maintain Equipment belonging to CSI in good condition (fair wear and tear excepted) and shall not dispose of or use Equipment other than in accordance with CSI's written instructions or authorisation.
- 5.6 If at any time Client makes any claim whatsoever against CSI or otherwise requests CSI to investigate any problem that has arisen in connection with the provision of the Managed Services, or Services, or Products, Client shall provide CSI and CSI's Personnel and sub-contractors with all reasonable support and assistance (and where applicable physical access) to work on and modify as required the Managed Services, or Services, or Products.
- 5.7 Client represents, warrants, undertakes and agrees with CSI as follows:
- 5.7.1 Client's Input Material does not and shall not infringe any Intellectual Property Rights or any other rights whatsoever of any person;
- 5.7.2 Client's Input Material is not under the laws of any legal jurisdiction obscene or blasphemous, offensive to religion, indecent, pornographic, offensive, defamatory or threatening to any person, liable to incite racial hatred or acts of terrorism and does not contain any material which has been obtained in violation of any Applicable Laws and nothing contained in Client's Input Material would if published constitute a contempt of court;
- 5.7.3 Client shall indemnify and keep CSI indemnified from and against all actions, proceedings, claims, demands, costs (including legal costs of CSI on a solicitor and own Client basis) and other liabilities however arising directly or indirectly as a result of any breach or non-performance by Client of any Client's undertakings covenants warranties or obligations under the agreement.
- 5.7.4 It shall use its reasonable endeavours to ensure all information and Documentation contained in Client's Input Material is true, accurate and complete in all respects.
- 6. CSI'S OBLIGATIONS**
- 6.1 In addition to the specific obligations of CSI in respect of the Managed Services, Services and Products as set out in Parts B, C and D of this agreement respectively, CSI shall:
- 6.1.1 have full power and authority to enter into and perform the terms of the agreement;
- 6.1.2 have title to and property in any Products and Equipment to be supplied under a given Order and any such Products and Equipment will be free of all encumbrances, unless otherwise expressly set out in an Order;
- 6.1.3 provide Client, its Personnel and sub-contractors with all co-operation as is reasonably necessary in relation to this agreement;
- 6.1.4 provide Client with all information and assistance as may be reasonably required in order to enjoy the Managed Services, Services and/ or Products; and
- 6.1.5 meet CSI's obligations as detailed in an Order and advise Client promptly of any issue or delay that could impact the Managed Services, Services and/ or Products' delivery.
- 6.2 CSI shall use its reasonable endeavours to procure that its Personnel:
- 6.2.1 comply with all Client's reasonable and lawful instructions in connection with their

- use of and access to Client's Site(s), Client's Personnel and Client's Environment in connection with the provision of the Managed Services, Services and Products; and
- 6.2.2 comply with all reasonable health and safety and security policies of Client that are made known to its Personnel.
- 6.3 Save as expressly provided to the contrary elsewhere in this agreement or any applicable Order, CSI shall be responsible for the risk of loss of, and physical damage to, any property, systems or materials used by it in the performance of its obligations under this agreement, except to the extent that any loss of, or physical damage to, any such property, systems or materials is caused by an act or omission of the Client or its personnel.
- 7. LIMITATION OF LIABILITY**
- 7.1 The following provisions set out the entire liability of CSI (including any liability for the acts and omissions of its Personnel, suppliers and sub-contractors) to Client in respect of:
- 7.1.1 any breach of its contractual obligations arising under the agreement;
- 7.1.2 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence), or breach of statutory duty or restitution arising under or in connection with the agreement.
- 7.2 Any act or omission on the part of CSI or its Personnel, suppliers and/or sub-contractors falling within Clause 7.1 shall for the purposes of this Clause 7 be known as an "Event of Default".
- 7.3 The liability of CSI to Client for (i) fraud or any fraudulent misrepresentation and; (ii) for death or personal injury resulting from its own negligence or that of its Personnel, suppliers and/or sub-contractors, and (iii) any other liability which cannot lawfully be excluded or limited, shall not be limited.
- 7.4 Subject to Clauses 7.3, Clause 7.5, Clause 7.6, Clause 7.7 and Clause 7.9, the total aggregate liability of CSI in respect of all Events of Default shall be limited:
- 7.4.1 in respect of Managed Services, to the amount set out in Part B;
- 7.4.2 in respect of Services, to the amount set out in Part C; and
- 7.4.3 in respect of Products, to the amount set out in Part D.
- 7.5 Subject to Clause 7.3, neither Party shall be liable to the other for:
- 7.5.1 any indirect or consequential loss;
- 7.5.2 loss of profits;
- 7.5.3 loss of turnover;
- 7.5.4 loss of anticipated savings;
- 7.5.5 loss of business opportunity;
- 7.5.6 loss of goodwill;
- 7.5.7 loss of reputation or damage to brand;
- 7.5.8 loss of website electronic commerce transactions, traffic, data (excluding loss of personal data), software code or data capture, provided that this Clause 7.5 shall not prevent claims for loss of or damage to Client's tangible property that fall within the provisions of Clause 7.4 or any other claim for direct financial loss that are not excluded by Clauses 7.5.1 to 7.5.8 inclusive.
- 7.6 Subject to Clause 7.3, CSI shall not be liable to Client for any losses, damages, costs or expenses, which Client shall suffer or incur by reason of:
- 7.6.1 the failure of Client to observe and perform its obligations under the agreement;
- 7.6.2 any unauthorised access or use of CSI's Background Intellectual Property in breach of the agreement;
- 7.6.3 its use of the Managed Services, or Services or Products after it became or should have become aware of an Event of Default but before CSI has confirmed that a solution has been completed; or
- 7.6.4 an Event of Default which occurs before the Live or Acceptance Date or which occurred following identification but prior to resolution of a defect.
- 7.7 Subject to Clause 7.3, the total aggregate liability of CSI in respect of a breach of Clause 8 (IPR), Clause 9 (Confidentiality) and the indemnity in Clause 21 (Data Protection) shall be limited to £5,000,000 (five million pounds).
- 7.8 Except as expressly provided in this agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Managed Services, Services and/ or Products are hereby excluded to the fullest extent permitted by Applicable Law.
- 7.9 Subject to clause 7.3, CSI shall have no liability to the Client for any breach of its obligations in respect of the Managed Services to the extent such breach is caused by any act or omission of the relevant Public Cloud Provider.
- 8. INTELLECTUAL PROPERTY RIGHTS**
- 8.1 Unless otherwise specified in an Order, CSI and Client irrevocably agree that all existing and future Intellectual Property Rights in the Managed Services, Services, and Products and CSI's Background Intellectual Property will at all times during the continuance of this agreement and

- following termination vest absolutely in CSI or CSI's suppliers.
- 8.2 Client grants to CSI a non-exclusive, non-transferable licence to use Client's Input Material and Client's Intellectual Property Rights during the term of the agreement for the purpose of:
- 8.2.1 supplying the Managed Services, Services and/ or Products including any Equipment;
- 8.2.2 complying with any of its obligations under the agreement or any Order.
- 8.3 CSI grants to Client a non-exclusive, non-transferable licence to use the Equipment and CSI's Background Intellectual Property for the use of the Managed Services, Services and/ or Products during the continuance of any Order.
- 8.4 Each Party covenants with the other Party that it shall:
- 8.4.1 keep confidential the other Party's Input Material save for those parts of the other Party's Input Material which came into the public domain or the possession of the other Party otherwise than by breach of obligations of confidentiality;
- 8.4.2 maintain reasonable control over the Party's Input Material and their location and upon request forthwith produce such record to the other Party;
- 8.4.3 notify the other Party immediately if it becomes aware of any unauthorised use of the whole or any part of the other Party's Input Material by any third party; and
- 8.4.4 without prejudice to the foregoing, take all such other reasonable steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of the other Party in the other Party's Input Material at least equal to the steps taken to safeguard their own Confidential Information.
- 8.5 Each Party shall inform their respective Personnel that the other Party's Input Material constitutes Confidential Information of the other Party and that all Intellectual Property Rights therein are the property of the other Party and each Party shall take all reasonable steps as shall be necessary to ensure compliance by its personnel with the provisions of Clause 8.4.
- 8.6 Save as expressly set out or contemplated in the agreement, neither Party shall be entitled to copy in whole or in part the other Party's Input Material and each Party shall ensure where copying is authorised it only copies such Input Material to the extent necessary for the performance of its obligations hereunder.
- 8.7 Each Party (the "**Indemnifying Party**") will indemnify and hold harmless the other

- Party (the "**Indemnified Party**") from and against any damages and other liabilities (including reasonable costs) that may be awarded or payable by the Indemnified Party to any third party in respect of any claim or action that the use of the Indemnifying Party's Input Material in accordance with the provisions of the agreement by the Indemnified Party infringes the Intellectual Property Rights of any third party.
- 8.8 CSI shall indemnify and hold harmless Client from and against any damages and other liabilities (including reasonable costs) that may be awarded or payable by Client to any third party in respect of any claim or action that the use of the Managed Services, Services and/ or Products in accordance with the provisions of the agreement by Client infringes the Intellectual Property Rights of any third party (save to the extent that it arises from Client Input Material).
- 8.9 Where the Indemnified Party wishes to rely on the indemnity in Clause 8.7 or Client wishes to rely on the indemnity in Clause 8.8, it must:
- 8.9.1 give notice to the Indemnifying Party/CSI (as applicable) of any such suspected Intellectual Property Rights Infringement forthwith upon becoming aware of the same;
- 8.9.2 give the Indemnifying Party/CSI (as applicable) the sole conduct of the defence to any claim or action in respect of an Intellectual Property Rights infringement and not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the Indemnifying Party/CSI (as applicable); and
- 8.9.3 act in accordance with the reasonable instructions of the Indemnifying Party/CSI (as applicable) and give to the Indemnifying Party/CSI (as applicable) such assistance as it shall reasonably require in respect of the conduct of the said defence, including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.
- 8.10 Notwithstanding the provisions of Clause 8.9.2, the Indemnifying Party/CSI (as applicable) agrees that it shall not dispute the reasonableness of the amount of any settlement of any claim entered into by the Indemnified Party/Client (as applicable) where it has received reasonable notice and has either failed or refused to defend or has

- denied (or reserved its right to deny) an obligation to defend and indemnify the Indemnified Party/Client (as applicable).
- 8.11 Any Party obliged to indemnify the other Party under Clauses 8.7 or 8.8 shall reimburse the other Party its reasonable costs properly incurred in complying with the provisions of Clauses 8.7 or 8.8.
- 8.12 Neither Party shall have any liability to the other Party in respect of an Intellectual Property Rights infringement if it results from any breach of the other Party's obligations under the agreement.
- 8.13 In the event of there being an Intellectual Property Rights infringement, action or claim in respect of the use of either Party's Input Material, the Party liable to indemnify the other Party under Clauses 8.7 or 8.8 shall be entitled at its own expense and option either to:
- 8.13.1 procure the right for the other Party to continue using the infringing Party's Input Materials; or
- 8.13.2 make alterations, modifications or adjustments to the infringing Party's Input Materials so that they become non-infringing; or
- 8.13.3 replace the infringing Party's Input Material with non-infringing substitutes.
- 8.14 If either Party in its reasonable judgement is not able to exercise any of the options set out in Clause 8.13 within one month of the date it receives notice of an Intellectual Property Rights infringement, action or claim, then without prejudice to any other rights or remedies it may have under this agreement or other relevant Order, it shall then be entitled to terminate the relevant Order(s) under which such infringement has arisen by giving ten Business Days' notice to the other Party and where there is any related Equipment belonging to CSI, such Equipment may be returned to CSI and on delivery to CSI, related monies shall be refunded.

9. **CONFIDENTIALITY**

- 9.1 Each of the Parties undertakes to the other during the term of this agreement and following termination (howsoever arising) to keep confidential, subject to the provisions of this Clause 9 all Confidential Information (written or oral) that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of the agreement, including the content of the agreement and any other information (whether written or oral) disclosed by one Party to the other that is identified by the disclosing Party as

- confidential at the time of disclosure save that which is:
- 9.1.1 already in its possession other than as a result of a breach of this Clause 9 and is not subject to an obligation of confidentiality;
- 9.1.2 is in or becomes in the public domain other than as a result of a breach of this Clause 9 by a Party;
- 9.1.3 which is received without obligation of confidence from a third party who the recipient had no reason to believe was not lawfully in possession of such Confidential Information free of any obligation of confidence;
- 9.1.4 is independently developed by the recipient without any reference to or use of Confidential Information of the other Party, as evidenced by the records of the recipient.
- 9.2 Either Party may disclose another's Confidential Information that is reasonably required during any due diligence process (including without limitation a copy of this agreement and other financial information relating to this agreement) to (i) potential acquirers (and their advisers) and (ii) potential investors (and their advisers) of that Party or any Affiliates of that Party, or of the businesses of that Party or its Affiliates, provided that each such potential acquirer or investor has entered into a confidentiality undertaking on terms which are no less protective of the Client than the provisions of this Clause 9.
- 9.3 Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 9.1 by its employees, agents and Personnel, suppliers, sub-contractors, auditors and professional advisors.
- 9.4 In the event that the recipient learns of any unauthorised use or disclosure, or threatened unauthorised use, or disclosure, of any Confidential Information of the other Party, the recipient shall as soon as reasonably practicable notify the other Party of the particulars of such use or disclosure.
- 9.5 Either Party may disclose any Confidential Information to:
- 9.5.1 its auditors and professional advisors;
- 9.5.2 comply with any Applicable Law, regulation, judicial or government request (including the rules of any applicable stock exchange and HM Revenue and Customs or any overseas tax authority) provided that, to the extent it is legally allowed to do so, the recipient must give the other Party as much notice of that disclosure as possible and,

- where notice of disclosure is not prohibited and is given in accordance with this Clause 9.5.2, it shall take into account the reasonable requests of the other Party in relation to the content of such disclosure; and
- 9.5.3 their advisors their respective Personnel, suppliers, and/or sub-contractors to the extent they require such information to observe and perform the Parties obligations under the agreement, provided that, the disclosing Party shall promptly notify the other Party of such requirement (to the extent it is permitted to do so) and shall minimise the disclosure of the other Party's Confidential Information to the amount strictly necessary to comply with such requirement or to fulfil such purpose and shall use its reasonable endeavours to procure that the person to whom Confidential Information is disclosed maintains as confidential the Confidential Information and does not use the same except for the purposes for which the disclosure is made.
- 9.6 All rights, title and interest in the Confidential Information of the disclosing Party shall remain the property of the disclosing Party. The recipient acknowledges that it shall not acquire any right, title to, interest in or licence in respect of any part of such Confidential Information, except as expressly provided in the agreement.
- 9.7 Upon expiration or termination of the agreement (whichever is the sooner), each Party shall upon written request from the other Party and where reasonably and technically practicable:
- 9.7.1 return to the other Party or destroy all Confidential Information as required by the other Party and in the recipient's or its Personnel's possession or control, including whole or partial copies thereof in any media, all notes, memoranda and other materials containing such Confidential Information; and
- 9.7.2 subject to Clause 9.8, deliver written certification to the other Party that all of such Confidential Information of the other Party which the recipient or its Personnel have had in their possession or control has been returned or securely destroyed, provided that a Party may retain a copy of any such Confidential Information in order to comply with any Applicable Law.
- 9.8 The Party procuring written certification under Clause 9.7.2 shall be entitled to charge back to the requesting Party such demonstrable third party costs as may be

incurred by it in meeting the requirements of Clause 9.7.2 and the requesting Party shall pay such costs promptly on request.

10. **FORCE MAJEURE**

- 10.1 The Parties shall not be liable for any breach of their obligations under the agreement which result from an Event of Force Majeure. A Party cannot claim relief if the Event of Force Majeure Event is attributable to that Party's wilful act, neglect or failure to mitigate the effects of or take reasonable precautions against the relevant Event of Force Majeure.
- 10.2 Each of the Parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure and an estimate of the non-performance and delay.
- 10.3 If an Event of Force Majeure occurs, that Party must:
- 10.3.1 take all reasonable steps to overcome the effects of the Event of Force Majeure (but this does not require the settlement of claims on unreasonable terms); and
- 10.3.2 resume compliance as soon as practicable after the event no longer affects either Party
- 10.4 If a default due to an Event of Force Majeure shall continue for forty five (45) days in relation to a given Order, then either Party shall be entitled to terminate that Order immediately on giving written notice to the other Party. The Parties shall not have any liability in respect of the termination of an Order as a result of an Event of Force Majeure.

11. **RELATIONSHIP MANAGEMENT**

- 11.1 Each Party shall for the duration of the agreement appoint a Senior Representative(s) to act as the Senior Representative(s) with the other Party and who shall have the authority to contractually bind CSI or Client (as applicable) on all matters relating to this agreement. Any reference to "writing" which includes email, shall only include emails between the Senior Representative(s) of the Parties. Each Party shall provide contact details for such contact (as amended from time to time) to the other Party in writing and shall use reasonable endeavours to ensure continuity of the Senior Representative. Unless otherwise specified, during the term of an Order, quarterly reviews are to be arranged between the Senior Representatives. This will allow for discussion on the provision of new services and any outstanding Change

Notices. It will also provide the opportunity for CSI and/or Client to highlight any concerns that it may have.

12. **DURATION, SUSPENSION AND TERMINATION**

- 12.1 This agreement shall commence either (i) on the date the last of the Parties signs this agreement; or (ii) if the Parties do not sign this agreement then on the date the last of the Parties signs the first Order; and shall continue thereafter unless and until terminated in accordance with this agreement.
- 12.2 Each Order shall, subject to Clauses 12.3 to 12.7 (inclusive), Part B Clause 12 (Suspension of Managed Service) and Part C Clause 6 (Suspension of Services) commence on the Commencement Date or Acceptance Date (as applicable) and continue for the duration of the Initial Term unless terminated in accordance with this agreement.
- 12.3 On expiration of the Initial Term, each Order will be automatically renewed for successive 1-year periods unless and until it is terminated in accordance with this agreement (each period a "**Renewal Term**").
- 12.4 Either Party may terminate any Order on giving to the other not less than one hundred and eighty (180) days' prior written notice of termination, provided that such termination may only take effect on the date of expiry of the Initial Term or relevant Renewal Term of that Order, and shall not affect any remaining Orders, or this agreement as a whole.
- 12.5 The agreement or any Order or Orders may be terminated by either Party on written notice to the other Party:
 - 12.5.1 in respect of the agreement, if the other Party commits any material breach of any term of the agreement and, in the case of a material breach capable of remedy, fails to remedy the same within thirty (30) days of a written notice from the other Party giving particulars of the breach and requiring it to be remedied; or
 - 12.5.2 in respect of any Order, if the other Party commits any material breach of any term relating to a specific Order and, in the case of a material breach capable of remedy, fails to remedy the same within thirty (30) days of a written notice from the other Party giving particulars of the breach and requiring it to be remedied; or
 - 12.5.3 in respect of the agreement or any Order, in the circumstances set out in Clause 10.4 (Force Majeure).

12.6 The Agreement or any Order or Orders may be terminated by either Party on written notice to the other Party if:

- 12.6.1 the other Party shall make or threatens to make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally; or
- 12.6.2 the other Party shall suspend or threaten to suspend payment of its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; or
- 12.6.3 a trustee, liquidator, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other Party; or
- 12.6.4 a petition is presented (unless it is vexatious or frivolous) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other Party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- 12.6.5 anything analogous to any such event occurs to the other Party in any legal jurisdiction.
- 12.7 Any termination shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13. **CONSEQUENCES OF TERMINATION**

- 13.1 The termination of any Order shall not operate to terminate the agreement or any other of the Orders, which shall continue in full force until terminated in accordance with its terms.
- 13.2 Following the expiration or termination of the agreement for any reason:
 - 13.2.1 except where related to Orders continuing pursuant to Clause 13.2.2, CSI shall at the option of Client either forthwith destroy insofar as may be possible or return to Client any Client property including but not limited to Client's Input Material, Client's Intellectual Property Rights and Client Data and any other material in its possession or control (insofar as where the applicable service has been terminated, only that which is relevant to the terminated service and not any other continuing services) and take all steps necessary to ensure that CSI

- and none of CSI's nor its Personnel, suppliers or sub-contractors can access or use the same provided that Client has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination). Client shall pay all reasonable expenses incurred by CSI in returning or disposing of Client Data;
- 13.2.2 all existing Orders shall be completed for the period set out in the Order unless the Parties agree otherwise and shall remain subject to the agreement as standalone contracts unrelated to each other;
- 13.2.3 all outstanding Charges properly due up to the effective date of termination under this agreement shall become payable to CSI from Client; and
- 13.2.4 each Party undertakes to return to the other Party any equipment, Documentation, information or other materials belonging to the other Party, except where related to Orders continuing pursuant to Clause 13.2.2.
14. **EARLY CANCELLATION OF AN ORDER**
- 14.1 If any delivery or supply of Orders for Managed Services, Services and/or Products is delayed or terminated prior to completion of the Order due to Client's request or default, CSI reserves the right to charge Client for reasonable and demonstrable additional costs and/or Charges:
- 14.1.1 for requesting or causing delays in completion or acceptance of Orders for Managed Services, any fees for delay set out in the Order, the Charges for any Set-up Services completed to date, the pro rata Charges for any Equipment installed at the Client Site(s) for the period of the delay, and any additional costs to be incurred by CSI during the period of delay which can reasonably be demonstrated as being unavoidable including third party costs;
- 14.1.2 for early termination of Managed Services, any fees for termination set out in the Order (and if none are specified in the Order, the Charges that would have been payable for the Managed Services for the remainder of the Initial Term), any outstanding Charges for any Set-up Services completed to date, any outstanding Charges for the Managed Services to the date of termination and any additional costs to be incurred by CSI which can reasonably be demonstrated as being unavoidable including third party costs that are subject to a minimum term that is later than the requested termination date;
- 14.1.3 for requesting or causing delays in the delivery of Products, any fees for delivery

- to storage or storage of the Products and insurance cover relating to such storage at any site other than CSI premises for the period of the delay;
- 14.1.4 for requesting or causing delays in completion or acceptance of Services Orders, any fees for delay set out in the Order, the Charges for Services completed to date, and any additional costs to be incurred by CSI during the period of delay which can reasonably be demonstrated as being unavoidable including third party costs.
15. **CHANGE CONTROL**
- 15.1 Any requirement for a Change to the terms of this agreement or any existing Order (or the way in which any existing Order is performed) shall be subject to the provisions of Schedule 3 (Change Control Procedure).
16. **ANTI-BRIBERY AND MODERN SLAVERY**
- 16.1 Both Parties shall:
- 16.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 16.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Clause 16.1.2 and will enforce them where appropriate;
- 16.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this agreement.
- 16.2 Breach of this Clause 16 shall be deemed a material breach under Clause 12.
- 16.3 For the purpose of this Clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 16 a person associated with CSI includes but is not limited to any Personnel, supplier or sub-contractor of CSI.
- 16.4 In performing its obligations under this agreement, CSI shall:

- 16.4.1 maintain throughout the term of this agreement its own policies and procedures to ensure its compliance with all applicable anti-slavery and human trafficking laws and regulations enacted from time to time, including (but not limited to) the Modern Slavery Act 2015 ("**Anti-Slavery Legislation**");
- 16.4.2 not engage in any activity, practice or conduct that would constitute an offence under Anti-Slavery Legislation if such activity, practice or conduct were carried out in the UK; and
- 16.4.3 require that each of its Personnel, suppliers and sub-contractors in relation to this agreement shall comply with Anti-Slavery Legislation.
- 16.5 As at the date on which this agreement commences in accordance with Clause 12.1, CSI warrants that to the best of its knowledge neither CSI nor any of its Personnel or other persons associated with it has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental or regulatory body regarding any offence or alleged offence in connection with slavery, human trafficking, bribery or corruption.
17. **ESCALATION PROCEDURE AND EXPERT DETERMINATION**
- 17.1 All disputes arising out of or in connection with the agreement or any Order made pursuant to it shall first be referred to one of the relevant Client contacts and CSI contacts who shall discuss and attempt to resolve such dispute as soon as reasonably practicable and, in any event, within three Business Days.
- 17.2 Where a dispute to be considered by the relevant Client contacts or CSI contacts in accordance with Clause 17.1 is not resolved by them within three (3) Business Days then either Party may refer the matter to a Senior Representative (and their equivalent from the other Party) and the Senior Representatives shall consider the dispute as soon as reasonably practicable.
- 17.3 The Senior Representatives may agree that the dispute shall be referred to an Expert who shall act as a specialist for the determination of a non-binding recommendation and not as an arbitrator (and for the avoidance of doubt the provisions of the Arbitration Act 1996 shall be excluded in relation to any such dispute). Failing a decision acceptable to both Parties from the Expert or the lack of a prompt decision (in the reasonable opinion of both Parties) from the Expert,

- either Party may notify the other Party of a formal dispute.
- 17.4 The Parties shall each bear their own costs in relation to any dispute under this Clause 17 and the fees and all other costs shall be borne jointly in equal proportion by the Parties unless otherwise directed.
- 17.5 Nothing in this Clause 18 shall prevent or delay either Party from seeking any interim injunctions, interdicts or orders in connection with any matter under the agreement, including the issue of proceedings in relation to any unpaid invoices where there is no genuine dispute.
18. **NON-SOLICITATION OF EMPLOYEES**
- 18.1 During the term of this agreement or any Order, and for a period of twelve (12) months after the later to terminate or expire for any reason, neither Party shall, neither on its own behalf nor on behalf of any person, directly or indirectly entice or endeavour to entice away from the other Party or contract with or employ any employee in any capacity who was, at any time during the term of this agreement or any Order entered into under it or during the term of the receipt of, or supply of, the Managed Services, Services and/ or Products, directly involved as a senior employee or an employee in any managerial, technical, advisory, consultative or sales/marketing capacity.
- 18.2 In the event of any breach of this Clause 18 by a Party (including any Affiliate of Client), the breaching Party shall pay to the other Party on demand as the sole remedy for such breach, a sum equal to fifty per cent (50%) of the annual salary and all other benefits payable by the breaching Party to the person employed or contracted with in breach of this Clause. The breaching Party agrees that this represents a genuine pre-estimate of the other Party's losses arising in relation to the loss of that person so employed, including due to any recruitment and time costs involved in sourcing a replacement.
- 18.3 This Clause 18 shall not restrict a Party from hiring employees of the other Party who apply unsolicited in response to a general advertising or recruitment campaign.
19. **ASSIGNMENT AND TRANSFER**
- 19.1 Client may not assign, charge or otherwise transfer the benefit of the agreement nor any of its rights or obligations under the agreement, nor hold the benefit of the agreement in trust for any third party without the prior written consent of CSI,

- which will not be unreasonably withheld or delayed.
- 19.2 CSI shall be entitled to (i) assign, novate, charge or otherwise transfer the benefit of this agreement to any third party and/or to an Affiliate of CSI; (ii) delegate any of its obligations under the agreement or any Order to any subcontractor or any of its Affiliates, providing any such delegation shall not affect the obligations and liability of CSI under the agreement.
20. **NOT USED**
21. **DATA PROTECTION**
- 21.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 21 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 21.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client or (where applicable) Client's corporate customer is the Data Controller and CSI is the Data Processor. In accordance with the requirements of the Data Protection Legislation the Order sets out the scope, nature and purpose of Processing by CSI, the duration of the Processing and the types of personal data and categories of Data Subject.
- 21.3 Without prejudice to the generality of Clause 21.1, Client shall:
- 21.3.1 ensure that it or (where applicable) the relevant Data Controller has all necessary appropriate consents and notices in place to enable the Processing of the Personal Data by CSI for the duration and purposes of this agreement;
- 21.3.2 ensure that any Personal Data that it or (where applicable) the relevant Data Controller provides is lawfully disclosed or provided to CSI;
- 21.3.3 not cause CSI to be in breach of the Data Protection Legislation;
- 21.3.4 ensure that any instructions provided to CSI regarding the Processing of Personal Data are lawful and shall, at all times, be in accordance with Data Protection Legislation;
- 21.3.5 accept that it has sole responsibility for the technical and organisational measures employed in the Client's Environments (except where expressly stated as the responsibility of CSI in an Order) and shall maintain any appropriate measures (including any reasonable measures recommended by CSI) in respect of the security of the Personal Data, which may include the pseudonymisation and encryption of the Personal Data; and
- 21.3.6 ensure that the Personal Data shall not include any Sensitive Personal Data (as defined in the Data Protection Legislation) without first agreeing additional data protection and information security controls with CSI.
- 21.4 Without prejudice to the generality of Clause 21.1, CSI shall, in relation to any Personal Data Processed in connection with the performance by CSI of its obligations under this agreement:
- 21.4.1 Process that Personal Data only on the written instructions of the Client unless CSI is required by Applicable Laws to Process Personal Data. Where CSI is relying on Applicable Laws as the basis for Processing Personal Data, CSI shall promptly notify the Client of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit CSI from so notifying the Client;
- 21.4.2 ensure that it has in place the technical and organisational measures set out in Schedule 2 to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, ensuring the pseudonymisation, encryption, confidentiality, integrity, availability and resilience of its systems and services, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 21.4.3 ensure that all Personnel, suppliers and sub-contractors who have access to and/or Process the Personal Data are obliged to keep the Personal Data confidential;
- 21.4.4 not transfer or Process any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (a) the Client or CSI has provided appropriate safeguards in relation to the transfer;
- (b) the Data Subjects have enforceable rights and effective legal remedies as set out in the Data Protection Legislation;
- (c) CSI complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- (d) CSI complies with reasonable instructions notified to it in advance by the Client with respect to the Processing of the Personal Data;
- 21.4.5 promptly inform Client on, and in any event within five (5) Business Days of, receipt of any communication from a Data Subject, Supervisory Authority or authorised third party regarding the Processing of Client Data;
- 21.4.6 if a Data Subject exercises any of its rights under the Data Protection Legislation (including rights of access, correction, blocking, suppression or deletion as are available to such individual) CSI shall, at Client's cost, promptly provide reasonable assistance in the provision of such information related to the CSI's Processing as Client reasonably requires;
- 21.4.7 assist Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities and/or regulators and CSI shall be entitled to levy an additional charge on the Client for its reasonable time and effort utilised in providing such prompt cooperation and assistance as well as any costs and expenses incurred where any assistance provided is outside the scope of the Managed Services and Services;
- 21.4.8 promptly co-operate with all reasonable requests or directions arising directly from, or in connection with the exercise of its powers by a Supervisory Authority;
- 21.4.9 notify the Client without undue delay, and in any event within forty eight (48) hours, on becoming aware of a known or suspected Personal Data Breach and/or shall provide Client with all reasonable assistance in providing information for and in the reporting of a Personal Data Breach to the relevant Supervisory Authority;
- 21.4.10 notify Client if any instructions of the Client shall, to the knowledge of CSI, infringe Data Protection Legislation;
- 21.4.11 at the written direction of the Client, delete or return the Personal Data and copies thereof to the Client on request, and in any event on expiry or termination of an applicable Order or expiry or termination of this agreement unless required by Applicable Law to store the Personal Data; and
- 21.4.12 maintain complete and accurate records of Processing and other appropriate

- information to demonstrate its compliance with this Clause 21;
- 21.4.13 CSI shall allow for and contribute to audits, including inspections, conducted by the Client, the Client's customers or another independent auditor proposed by the Client and approved by CSI, for the purpose of demonstrating compliance by CSI and with their obligations under this Clause 21 provided that the Client gives CSI reasonable prior notice of such audit and/or inspection and they are limited to no more than once per annum unless (i) otherwise agreed by CSI or (ii) if CSI has been found to be in breach of this Clause 21 within the previous twelve (12) months and Client wishes to confirm that CSI is now compliant. CSI shall be entitled to levy an additional charge on the Client for its reasonable time and effort utilised in providing such contribution and assistance as well as any costs and expenses incurred for additional audits over the once per annum except where CSI has been found to be in breach of this Clause 21 within the previous twelve (12) months.
- 21.5 The Client consents to CSI appointing any third parties notified to the Client as a third-party processor to Process Personal Data ("**Sub-processors**") under this agreement. CSI confirms that it has entered into, or (as the case may be) will use its reasonable endeavours to enter into a written agreement incorporating terms which are substantially similar to and as far as reasonably possible on terms that are no less onerous than those set out in this Clause 21. As between the Client and the CSI, CSI shall remain fully liable for all acts or omissions of any Sub-processors appointed by it pursuant to this Clause 21.
- 21.6 CSI shall promptly notify Client in writing of any loss or damage to the Client Data. In the event of any loss or damage to Client Data, Client's sole and exclusive remedy shall be for CSI to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data. CSI shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by any third party (except those third parties subcontracted by CSI to perform services related to Client Data maintenance and back-up) nor for the security or integrity of any Client Personal Data during its transmission via public telecommunications facilities, the Internet or similar.

- 21.7 In the event that the United Kingdom is no longer a member of the European Union and is not subject to a finding by the European Commission under the Data Protection Legislation that it provides adequate protection for the privacy rights of individuals and unless and until such finding is made by the European Commission:
- 21.7.1 the Parties shall execute and shall comply with the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), in the form set out in Schedule 7 to this agreement; and
- 21.7.2 the Parties agree that CSI shall be entitled to levy such additional charges costs and expenses in respect of its assistance and cooperation as provided for under Clause 21.7.
- 21.8 The Client acknowledges and agrees that CSI has appointed or may appoint Sub-processors outside of the UK and the European Economic Area and (i) the Client consents to CSI subcontracting its processing operations performed on behalf of the Client to such Sub-processors; (ii) the Parties shall comply with the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers) (the "**SCCs**"), in the form set out in Schedule 7; and (iii) the Client acknowledges and agrees that CSI shall enter into the SCCs with any such appointed Sub-processors.
- 21.9 Each party (the "**Indemnifying Party**") shall indemnify the other party (the "**Indemnified Party**") against:
- 21.9.1 all claims, liabilities, costs, expenses, damages and losses (including but not limited to all reasonable professional costs and expenses) ("**Losses**") suffered or incurred by the Indemnified Party arising out of or in connection with: a Personal Data Breach, any claim by a third party (including but not limited to a Data Subject) or any failure by the Indemnifying Party to comply with its obligations under this Clause 21; and
- 21.9.2 all penalties, awards, fines which are imposed upon by a Supervisory Authority, except to the extent that such Losses have arisen out of or in connection with any negligence or wilful default of the Indemnified Party or any breach by the

Indemnified Party of its obligations under this Clause 21 (Data Protection).

22.

22.1

PUBLICITY

Each Party agrees not to use or refer to this agreement or to the name, trade mark or trade name of the other Party in any publicity, advertisements or other disclosure (including Client lists), without first obtaining the written approval of the other Party (not to be unreasonably withheld or delayed).

23.

23.1

COMPLIANCE

Each of the Parties represents to the other that it holds all licences, authorisations or permits required by Applicable Laws for the purposes of carrying out its obligations under the agreement, and that throughout the term of the agreement it will continue to hold all such licences, authorisations and permits and the Parties warrant to each other that they shall not engage in any activities or processes which shall cause the other to be in breach of any Applicable Laws.

24.

NOT USED

25.

NOT USED

26.

GENERAL

26.1

The waiver by either Party of a breach or default of any of the provisions of the agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions of the agreement nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the agreement operate as a waiver of any breach or default by the other Party.

26.2

Any notice, request, instruction or other document to be given under the agreement shall be delivered or sent by first class post to the address of the other Party set out in the relevant Order or this agreement (or such other address as may have been notified) or (with the exception of notices) by email to the email address of Client or CSI, as set out in the relevant Order, and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of forty-eight hours after posting and (if sent by email) upon receipt by the sender of the notice of a recipient delivery notice email.

26.3

If any provision of the agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the agreement

and all provisions not affected by such invalidity or enforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

- 26.4 The agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, arrangements, warranties, representations and understandings, assurances, promises and agreements between them whether written or oral, relating to its subject matter.
- 26.5 Each Party agrees that it has not relied on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement, unless it was made fraudulently.
- 26.6 This agreement may only be varied by the agreement of both Parties made in writing.
- 26.7 Unless explicitly stated otherwise, the rights, powers and remedies conferred on any Party by the agreement and remedies available to any Party are cumulative and are additional to any right, power or remedy which it may have under Applicable Laws or otherwise.
- 26.8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and a person who is not a party to the agreement (including any employee, officer, agent, representative or sub-contractor of either party) shall have no right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties. Even if a person who is not a party to this agreement and/or any contract made under it has a right to enforce any term by virtue of the above Act, the Parties may vary or cancel this agreement or any Order without requiring the consent of such third party.
- 26.9 The Parties agree that nothing in the agreement is intended to, or shall be deemed to, create any partnership, joint venture or relationship of employer and

employee between them or constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly provided otherwise.

- 26.10 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 26.11 The agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but in that case shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute the original of this agreement and the first Order, but all the counterparts shall together constitute one and the same instrument.
- 26.12 This agreement and any dispute arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 26.13 The Parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts.

PART B – APPLICABLE TO MANAGED SERVICES

The specific terms set out in this Part B apply to any Order made by Client for Managed Services. If CSI FlexSupport and / or Public Cloud Services are specified in the Order, this Part B shall apply to such CSI FlexSupport and / or Public Cloud Services to the extent applicable.

The Terms set out in Part A apply to, and form an integral part of, these specific terms.

1. MANAGED SERVICES REQUIREMENTS AND DUE DILIGENCE

- 1.1 CSI warrants that providing that all the Managed Services Requirements have been documented in the relevant signed Order(s) (which shall be the responsibility of Client) it is able to provide all of the Managed Services Requirements in accordance with the applicable descriptions as further set out and described in the relevant Order(s).
- 1.2 CSI acknowledges that Client is entering into the Order for Managed Services in reliance on the warranties provided by CSI in Part B Clause 1.1.
- 1.3 Client hereby acknowledges and confirms that:
- 1.3.1 it has given CSI full opportunity to carry out a thorough due diligence exercise in relation to the Managed Services Requirements and has provided full and satisfactory answers to CSI to all the questions that CSI asked verbally or submitted in writing to Client for the purpose of establishing whether it is able to

- provide the Managed Services in accordance with the terms of this agreement;
- 1.3.2 it has provided all information necessary to enable CSI to determine whether it is able to provide the Managed Services in accordance with the terms of this agreement.
- 1.4 In addition, throughout the term of this agreement, CSI shall be responsible for specifying to Client all information reasonably required by CSI for the purposes of recommending, advising, establishing, setting-up and providing the Managed Services hereunder and CSI shall do so in sufficient detail to enable Client to supply all such information to CSI, so far as it is available to Client. CSI shall review all such information supplied by Client to CSI promptly on receipt and shall, promptly following receipt, notify Client of any further information reasonably required by CSI.
2. **MANAGED SERVICE SET-UP**
- 2.1 CSI shall perform the Set-Up Service and shall use reasonable endeavours to meet all performance dates set out in the relevant Project Plan and/or Order(s), but any such dates shall be estimates only, and time shall not be of the essence in any Order.
- 2.2 When CSI considers that the Managed Services are ready for activation it shall notify Client, such notification not to be before the successful completion of Acceptance Tests (where applicable in an Order). Within five (5) Business Days (the "**Review Period**") of such notification, Client shall (unless a longer Review Period is agreed in writing between the Parties) review the operation of the Managed Services to confirm that they function in material conformance with any Managed Services Requirements and the Order. If, during the Review Period, Client demonstrates that the Managed Services fail in any material respect to conform with any Managed Services Requirements or the Order, Client shall give CSI a detailed description of any such material non-conformance ("**Material Error**") in writing, within the agreed Review Period.
- 2.3 CSI shall use reasonable endeavours to correct any Material Error within a reasonable time and, on completion, re-submit the Managed Services to Client.
- 2.4 The Managed Services shall be deemed to be accepted by Client upon the earlier of Client not providing any written comments within the agreed Review Period, or Client confirming in writing that the Managed Services conform with the Managed

Services Requirements (the "**Acceptance Date**").

MANAGED SERVICE PROVISION

3. Client will, as from the Commencement Date, make available the Client's Environment and information assets for CSI's use in the delivery of the Managed Services.
- 3.1
- 3.2 CSI will provide the Managed Services as from the Commencement Date until expiry or termination of this agreement and/or the relevant Order for any reason.
- 3.3 Neither Party shall store, distribute or transmit any material through the Managed Services that is unlawful or that facilitates unlawful activity.
- 3.4 Client shall remain responsible for the use of the Managed Services under its control, including any use by Third Parties (whether fraudulent or invited by Client).

CLIENT'S OBLIGATIONS

4. Client shall provide CSI, its Personnel and sub-contractors with all reasonable access to such information, materials and Documents as may be required by CSI, in order to render the Managed Services, including but not limited to Client Data, security access information and Software Interfaces, to Client's other business applications.
- 4.1

CSI'S OBLIGATIONS

5. CSI shall:
- 5.1 perform the Managed Services with reasonable care and skill and the Managed Services, will be provided substantially in response to the Managed Services Requirements, if applicable, and in accordance with this agreement;
- 5.1.1
- 5.1.2 provide a sufficient number of appropriately vetted, trained, qualified and experienced personnel using CSI or third-party resources to perform the Managed Services; and
- 5.1.3 perform the Managed Services in accordance with all Applicable Laws (insofar as they relate to and concern the Managed Services);
- 5.1.4 operate its premises and business in accordance with ISO27001 and ISO9001; and
- 5.1.5 maintain and deliver the Managed Services using policies and procedures compliant with ISO27001 and ISO9001.
- 5.2 Subject to this Part B Clauses 5.3 and 5.4, if Client discovers a defect in the Managed Services it shall notify CSI with full details of such defect. If such defect has arisen as a result of CSI's breach of any of the obligations set out in this Part B Clauses 5.1.1 to 5.1.5 (inclusive), Client's sole and

exclusive remedy and CSI's entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/or obligations in relation to the Managed Services will be for CSI, at its expense and option, to:

- 5.2.1 agree a remediation plan and/or date for resolution of the issue within a reasonable period (taking into account the impact on Client or Client's customers' business operations); and/ or
- 5.2.2 use reasonable endeavours to correct any such non-conformance promptly; and/ or
- 5.2.3 provide Client with an alternative means of satisfying that particular Order.
- 5.3 Notwithstanding anything to the contrary in the Order, no claim of whatever nature may be brought under the agreement against CSI and CSI shall have no liability to Client to the extent that such claim arises as a consequence of the following acts or omissions:
 - 5.3.1 any failure on the part of Client to observe and perform any of its obligations under the Order or this agreement; or
 - 5.3.2 Client's failure within a reasonable period of time to implement recommendations in respect of or solutions to faults previously advised in writing by CSI;
 - 5.3.3 any non-conformance that is caused by use of the Managed Services by Client or its Affiliates contrary to CSI's instructions.
- 5.4 Any claim under this Part B Clause 5.2 must be made in writing and notified to CSI within sixty (60) days of Client becoming aware of the relevant issue or of the date on which the Client ought reasonably to have become aware of the relevant issue.
- 5.5 Notwithstanding the foregoing, CSI does not warrant that Client's use of the Managed Services will be uninterrupted or error-free.
- 6. **CHARGES**
- 6.1 The provisions of Part A Clauses 4.1 - 4.17 apply to Charges for Managed Services together with the remaining provisions of this Part B Clause 6.
- 6.2 Unless otherwise stated in an Order, any annual or periodic Charges shall start to accrue for the Managed Services upon delivery, or where applicable (as set out in the Order), the Live or Acceptance Date, whether or not use is made of the Managed Services. Where the Managed Services replace a previous service, Charges under the replaced service shall stop accruing at this time.
- 6.3 Unless otherwise stated in an Order, Charges payable for any of the Managed Services may include an annual price

increase, which shall be no more than 2% above the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics and which shall take effect on each anniversary of the Commencement Date. CSI will give 30 days' written notice of the increase before the relevant anniversary of the Commencement Date using the most recently published RPI figure before issuing the notice.

7. **MANAGED SERVICES SECURITY**

7.1 CSI shall ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to any of the Managed Services, CSI's own computer system and related networks or resources, the Client's Environments and the Client Data, in accordance with ISO27001 and other industry standards as notified to Client by CSI in writing from time to time.

7.2 CSI shall ensure that CSI's systems are designed, maintained and upgraded at all times so as to minimise the risk of attack by viruses inclusive of but not limited to Computer Viruses, lock, authorisation key or similar devices that could impair the operation of the software underlying the Managed Services.

7.3 Each Party shall promptly inform the other if it suspects or uncovers any breach of security and shall use all commercially reasonable endeavours to promptly remedy such breach.

7.4 Client shall ensure that appropriate security measures are enforced and maintained to protect Client's access to the Managed Service. Client shall promptly advise CSI if it suspects that Client's own access has been compromised.

7.5 CSI agrees that it shall not inform any third party of any security breach without first obtaining Client's prior written consent except where required to do so due to Applicable Laws, order of a court or other governmental authority or regulator with jurisdiction over it and/or Client.

8. **MANAGED SERVICES' CSI SOFTWARE AND THIRD PARTY SOFTWARE**

8.1 With respect to CSI Software and Third Party Software provided to Client or Client's customer solely for the purposes of Managed Services, CSI shall (as applicable) for the duration of the relevant Orders (including any Termination Assistance Period) grant or obtain the right for Client and/or Client's customers to use such CSI Software and Third Party Software under a non-exclusive, non-transferable, royalty-

free, irrevocable worldwide licence including all relevant materials for the purposes of and only to the extent necessary to receive and obtain the full benefit of the Managed Services.

9. CSI FLEXSUPPORT AND PUBLIC CLOUD SERVICES

- 9.1 If CSI FlexSupport is included within the Managed Services in the Order, the applicable provisions of this Part B clauses 9.6 – 9.12 (as applicable) and clauses 11 – 16 shall apply (as well as any other terms stated to apply to the Managed Services in this Agreement). If Public Cloud Services are included in the Order, the applicable provisions of this Part B clauses 9.2 – 10 and clauses 12 and 13 shall apply.

Subject to the remainder of this clause 9, Client Contracts with CSI as CSP for Public Cloud Services.

- 9.2 In respect of Public Cloud Services, Client acknowledges and agrees that, save as set out in the applicable Order:

- 9.2.1 the relevant Public Cloud Provider is responsible to Client for the provision of the relevant Public Cloud Services to Client without any obligation on CSI to deliver, maintain and/ or support such Public Cloud Services;

- 9.2.2 all Public Cloud Services will include an appropriate support package by the Public Cloud Provider which will be detailed in the Order. By signing the Order, Client acknowledges that its use of the Public Cloud Services is subject to the relevant Public Cloud Provider's subscription agreement or customer agreement or terms of service (as applicable) and a separate agreement between Client and the relevant Public Cloud Provider, current versions of which are located at <https://azure.microsoft.com/en-gb/support/legal/subscription-agreement/>

<https://cloud.google.com/terms>

together with such other legal terms, conditions, policies and procedures as the relevant Public Cloud Provider may in its contractual documentation require, including as set out at

<https://azure.microsoft.com/en-gb/support/legal/>

<https://aws.amazon.com/legal/>

<https://cloud.google.com/terms>

(together the "Public Cloud Terms"); and the Public Cloud Terms shall apply between Client and the relevant Public Cloud Provider in respect of the Public Cloud Services.

CSI Gives No Warranty for Public Cloud Services

- 9.3 CSI:

- 9.3.1 does not represent or warrant that any of the Public Cloud Services will be uninterrupted, error-free or capable of withstanding all cyber-attacks or other unauthorised hacking or intrusions; and
- 9.3.2 makes and gives no representation or warranty (express or implied) in relation to, and Client shall have no remedy against CSI in respect of, the Public Cloud Services and all warranties and representations which may be implied (by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

Client obligations in relation to Public Cloud Services

- 9.4 Client will:

- 9.4.1 be solely responsible for the safe preservation and storage of all CSI Software, Third Party Software and material delivered or created in connection with the Public Cloud Services;

- 9.4.2 comply with the Public Cloud Terms (as they may be amended from time to time);

- 9.4.3 indemnify CSI and hold CSI harmless against any costs, liability, damages, claims or expenses arising out of any breach by Client of the Public Cloud Terms, save to the extent caused solely by CSI's breach of this agreement;

- 9.4.4 notify CSI immediately in writing if Client becomes aware of any factors or circumstances that constitute (or may constitute) a breach by Client or the relevant Public Cloud Provider of the Public Cloud Terms; and

- 9.4.5 provide to CSI, if requested, such information or materials relating to the Public Cloud Services, as reasonably requested by CSI to enable CSI to further investigate the facts in connection with any notification provided by Client or to verify Client's or the relevant Public Cloud Provider's compliance with the Public Cloud Terms.

CSI rights in relation to Public Cloud Services

- 9.5 CSI, in its capacity as authorised reseller of Public Cloud Services for the relevant Public Cloud Provider("CSP"), will be entitled to enforce the Public Cloud Terms against Client directly on behalf of the relevant Public Cloud Provider and Client may satisfy any liability under the Public Cloud Terms to CSI if Client is in breach of the Public Cloud Terms.

Client obligations in relation to CSI FlexSupport and the Public Cloud Services (as applicable)

- 9.6 In respect of the receipt of the CSI FlexSupport and the Public Cloud Services, Client will be responsible for:

- 9.6.1 payment of the applicable invoices raised by CSI in relation to the CSI FlexSupport and the Public Cloud Services; and
- 9.6.2 notification to CSI in writing of any issue, concern, complaint or defect in any of the Public Cloud Services in such timescales as may be required by the applicable Public Cloud Terms relevant to the Public Cloud Services at issue.
- 9.7 For the avoidance of doubt and notwithstanding Part A Clause 7 (Limitation of Liability) of the agreement, in no circumstances shall CSI's liability to Client in respect of the Public Cloud Services be greater than the relevant Public Cloud Provider's liability to Client would have been pursuant to the relevant Public Cloud Terms (assuming for such purpose the Client contracted on the generally published Public Cloud Terms).
- 9.8 CSI shall have no liability to Client in respect of any failure to provide the CSI FlexSupport if and to the extent that any failure arises out of or in connection with the breach by Client of this agreement or the terms of any applicable Order.
- 9.9 Client confirms that the technical and organisational measures provided by the relevant Public Cloud Provider shall be adequate for the purposes of Part A Clause 21.2 (Data Protection) as regards the relevant Public Cloud Services.
- Charges for the Public Cloud Services and the CSI FlexSupport (as applicable)
- 9.10 CSI will:
- 9.10.1 ensure that the relevant Public Cloud Provider invoices CSI, not Client, for all fees incurred by Client in relation to the relevant Public Cloud Services procured directly through a new service provision and/ or transferred to CSI as part of implementation of Client's solution;
- 9.10.2 pay to the relevant Public Cloud Provider any invoice for fees (including all applicable taxes) in accordance with any timescales required by the relevant Public Cloud Provider;
- 9.10.3 prepare and issue to Client an invoice detailing the fees incurred by Client during the preceding calendar month; prepare and issue to Client a report detailing the relevant Public Cloud Services used by Client in the preceding calendar month and the fees applicable to those Public Cloud Services;
- 9.11 In the event that Client requires CSI to provide specific information as part of an invoice (such as purchase order numbers

- and / or billing contacts), Client will provide CSI with such information to enable CSI to submit valid invoices to Client.
- 9.12 In the event that Client considers that an invoice CSI has issued to Client is for the incorrect sum, Client will notify CSI of this fact as soon as reasonably practicable and CSI shall discuss with Client what the correct sum for the invoice should be. Where CSI agree with Client that there needs to be an adjustment to the sum in the invoice, the difference between the agreed sum and the invoiced sum shall be added to or deducted from (as applicable) the following month's invoice.
10. **VARIATION IN PUBLIC CLOUD SERVICES CHARGES**
- 10.1 Without prejudice to the terms of the agreement, the charges set by the relevant Public Cloud Provider in respect of the relevant Public Cloud Provider Services are variable and as such cannot be predicted with 100% certainty.
11. **LIMITATION OF LIABILITY**
- 11.1 The provisions of Part A Clause 7 apply to CSI's limits of liability in respect of its provision of Managed Services.
- 11.2 For the purposes of Part A Clause 7.4.1 in respect of Managed Services, the total aggregate liability of CSI in respect of all Events of Default shall be limited to an amount equal to 100% of the total Charges for Managed Services paid and payable to CSI under this agreement in the preceding year of the Term.
12. **SUSPENSION**
- 12.1 If Client fails to pay any Charges within twenty-one (21) days of the receipt of a written reminder for payment, issued following the Due Date (as defined in Part A Clause 4.5), or if CSI is otherwise entitled to terminate the agreement or an Order for Managed Services and / or Public Cloud Services delivered under an Order, in accordance with Part A Clauses 12.5 or 12.6, CSI shall have, without prejudice to any of its other rights and remedies, the option, at its sole discretion, by giving written notice to Client, to immediately restrict or suspend the provision of the Managed Services and / or Public Cloud Services until such Charges, together with accrued interest payable (as per Part A Clause 4.16) have been received in clear funds by CSI, or, where suspension has resulted as a result of a material breach on the part of Client, Client has remedied such breach to the reasonable satisfaction of CSI.

13. **CONSEQUENCES OF TERMINATION OF MANAGED SERVICES AND / OR PUBLIC CLOUD SERVICES**

- 13.1 In the event of termination of an Order for Managed Services and / or Public Cloud Services by Client in accordance with Part A Clause 12 of this agreement then upon the date of termination of that Order:
- 13.1.1 CSI will immediately cease providing the Managed Service(s) and / or Public Cloud Services;
- 13.1.2 any and all undisputed Charges which have not been paid by Client for Managed Service(s) and / or Public Cloud Services provided up to the date of termination will immediately become due (this shall include payment for any Managed Service(s) and / or Public Cloud Services expected to be supplied by CSI during the remainder of the term for which the Managed Service(s) and / or Public Cloud Services will be delivered, as specified in the Order); and
- 13.1.3 CSI shall perform the obligations agreed in any applicable Exit Plan and Client shall pay the applicable cost to Client for CSI discharging its obligations under such Exit Plan.

14. **TERMINATION ASSISTANCE SERVICES**

- 14.1 For up to twelve (12) months following the effective date of termination or expiration of this agreement at any time when requested by the Client, CSI shall provide Termination Assistance Services to the Client in accordance with the requirements of the Exit Plan and both parties shall comply with their respective obligations set out in Schedule 4 (Exit Plan and Termination Assistance Services) and the other provisions of this agreement which apply in respect of termination of the agreement.

15. **TUPE**

- 15.1 Upon any commencement or expiry or termination of this agreement or any Order for Managed Services, the provisions of Schedule 5 (TUPE Provisions) shall apply to the extent applicable.

16. **BUSINESS CONTINUITY**

- 16.1 For the purpose of managing the continuity of Managed Services at all times, the Parties shall comply with the provisions of Schedule 6 (BCP and DR) in relation to the testing, maintenance and implementation of a Business Continuity Plan.

PART C – APPLICABLE TO SERVICES

The specific terms set out in this Part C apply to any Order made by Client for Services (excluding Managed Services). The Terms set out in Part A

apply to, and form an integral part of, these specific terms.

1. **CHARGES**

- 1.1 The provisions of Part A Clauses 4.1 - 4.17 apply to Charges for Services together with the remaining Clauses 1.2 to 1.3 of this Part C.
- 1.2 Unless otherwise stated in an Order, any annual or periodic Charges shall start to accrue for the Services upon delivery, or where applicable (as set out in the Order), the Live or Acceptance Date, whether or not use is made of the Services. Where the Services replace a previous service, Charges under the replaced service shall stop accruing at this time.
- 1.3 Unless otherwise stated in an Order, Charges payable for any of the Services may include an annual price increase, which shall be no more than 2% above the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics and which shall take effect on each anniversary of the Commencement Date. CSI will give 30 days' written notice of the increase before the relevant anniversary of the Commencement Date using the most recently published RPI figure before issuing the notice.

2. **CLIENT'S OBLIGATIONS**

- 2.1 Client shall provide CSI, its Personnel and sub-contractors with all reasonable access to such information, materials and Documents as may be required by CSI, in order to render the Services, including but not limited to Client Data, security access information and Software Interfaces, to Client's other business applications.

3. **CSI'S OBLIGATIONS**

- 3.1 CSI shall:
- 3.1.1 perform the Services with reasonable care and skill and in accordance with this agreement;
- 3.1.2 provide a sufficient number of appropriately vetted, trained, qualified and experienced personnel using CSI or third-party resources to perform the Services;
- 3.1.3 perform the Services in accordance with all Applicable Laws (insofar as they relate to and concern the Services);
- 3.1.4 operate its premises and business in accordance with ISO27001 and ISO9001;
- 3.1.5 maintain and deliver the Services using policies and procedures compliant with ISO27001 and ISO9001; and
- 3.1.6 in accordance with Good Industry Practice and any Service Levels applicable to the Services and Services as applicable from time to time; and

- 3.1.7 use efficiently CSI personnel and resources necessary or beneficial for the provision of the Services.
- 3.2 Subject to this Part C Clause 3.3, if Client discovers a defect in the Services it shall notify CSI with full details of such defect. If such defect has arisen as a result of CSI's breach of any of the obligations set out in this Part C Clauses 3.1.1 to 3.1.7 (inclusive), Client's sole and exclusive remedy and CSI's entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/or obligations in relation to the Services will be for CSI, at its expense and option, to:
 - 3.2.1 agree a remediation plan and/or date for resolution of the issue within a reasonable period (taking into account the impact on Client or Client's customers' business operations); and/ or
 - 3.2.2 use reasonable endeavours to correct any such non-conformance within a reasonable period of time in accordance with the remediation plan by the provision of modified, additional or replacement applications developed by CSI (at its option). Any such modified, amended or replacement applications shall then become part of the Services.
- 3.3 Notwithstanding anything to the contrary in the Order, no claim of whatever nature may be brought under the agreement against CSI and CSI shall have no liability to Client to the extent that such claim arises as a consequence of the following acts or omissions:
 - 3.3.1 any failure on the part of Client to observe and perform any of its obligations under the Order or this agreement; and/ or
 - 3.3.2 Client's failure within a reasonable period of time to implement recommendations in respect of or solutions to faults previously advised in writing by CSI.
- 3.4 Any claim under this Part C Clause 3.2 must be made in writing and notified to CSI within sixty (60) days of Client becoming aware of the relevant issue or of the date on which the Client ought reasonably to have become aware of the relevant issue.
- 4. **DELIVERY**
- 4.1 Where a Delivery Date is agreed in the Order, CSI will use its reasonable endeavours to provide the Services to meet the Delivery Date. Unless otherwise stated in an Order, time shall not be of the essence with respect to any Delivery Date and CSI shall have no liability for any delay to a Delivery Date to the extent that it results from any failure on the part of Client to

- comply with any of its obligations under the relevant Order.
- 4.2 If no such Delivery Date is specified or agreed, CSI shall use its reasonable endeavours to supply the Services to Client as soon as reasonably possible. CSI shall not be liable for any loss, liability or expense caused by any delay in any such supply.
- 4.3 Where Services are required at a particular Client Site or other location, CSI shall deliver the Services at the address as informed by Client in writing, and as confirmed in an Order or Project Plan.
- 4.4 CSI shall invoice Client for Services in advance, unless otherwise set out in the Order.
- 5. **LIMITATION OF LIABILITY**
- 5.1 The provisions of Part A Clause 7 apply to CSI's limits of liability for the provision of Services together with Clause 5.2 of this Part C.
- 5.2 For the purposes of Part A Clause 7.4.2 in respect of Services, the total aggregate liability of CSI in respect of all Events of Default shall be limited to an amount equal to 100% of the total Charges for Services paid and payable to CSI under this agreement in the preceding year of the Term.
- 6. **SUSPENSION**
- 6.1 If Client fails to pay any Charges within twenty-one (21) days of the receipt of a written reminder for payment, issued following the Due Date (as defined in Clause 4.5), or if CSI is otherwise entitled to terminate the agreement or an Order for Services delivered under an Order, in accordance with Part A Clauses 12.5 or 12.6, CSI shall have, without prejudice to any of its other rights and remedies, the option, at its sole discretion, by giving written notice to Client, to immediately restrict or suspend the provision of the Services until such Charges, together with accrued interest payable (as per Part A Clause 4.16) have been received in clear funds by CSI, or, where suspension has resulted as a result of a material breach on the part of Client, Client has remedied such breach to the reasonable satisfaction of CSI.
- 7. **EARLY CANCELLATION OF AN ORDER**
- 7.1 Where applicable and unless otherwise stated in an Order, prior to the Delivery Date, Client shall be entitled to cancel any Order for the provision of Services providing that a minimum of thirty (30) days' written notice is given subject to payment being made for any Services

already performed. If notice is less than thirty (30) days Client shall pay the full invoice price for the Services. However, CSI shall use reasonable efforts to mitigate any costs and where costs are mitigated, Client shall pay the full invoice price less the mitigated costs.

8. **TUPE**

- 8.1 Upon any commencement or expiry or termination of this agreement or any Order for Services, the provisions of Schedule 5 (TUPE Provisions) shall apply to the extent applicable.

PART D – APPLICABLE TO PRODUCTS

The specific terms set out in this Part D apply to any Orders made by Client for the procurement of Products. The Terms set out in Part A apply to, and form an integral part of, these specific terms.

1. **CSI OBLIGATIONS**

- 1.1 The provisions of Part A Clause 6 (CSI Obligations) apply together with the remaining Clauses 1.2 to 1.10 of this Part D which apply specifically to Products.
- 1.2 Without limiting any specific obligations, requirements and exclusions of CSI in the remainder of this agreement, CSI shall have title to and property in any Products and Equipment to be supplied under a given Order and any such Products and Equipment will be free of all encumbrances, unless otherwise expressly set out in an Order.
- 1.3 CSI will use its reasonable endeavours to assign to, or procure for the Client the benefit of, any warranties generally made available by any third party manufacturer or distributor of the Equipment.
- 1.4 Save as expressly provided in the Order:
- 1.4.1 CSI does not provide any warranty relating to the Equipment; and
- 1.4.2 all Equipment is provided without any obligation for CSI to maintain or support such Equipment.
- 1.5 Subject to Clause 1.3 and unless otherwise stated in an Order, the warranty period for all Equipment is limited to the length of the manufacturer's warranty period.
- 1.6 Subject to Clauses 1.3 and 1.10 of this Part D, if Client discovers a defect in the Equipment after the Equipment is accepted or deemed to be accepted, it shall notify CSI with full details of such defect within the applicable warranty period. Client's sole and exclusive remedy from CSI and CSI's entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/or obligations in relation to the Equipment will be to use its reasonable endeavours to engage with the third party

supplier of the Equipment to seek their prompt response to the notification received from the Client.

- 1.7 Any modified, supplemented or replacement applications or Equipment or parts shall become part of the Equipment.
- 1.8 Title in all defective Equipment or parts thereof which are removed shall transfer back to CSI.
- 1.9 Subject to any shorter period being set out in any applicable third party manufacturer or distributor warranty terms, any claim in respect of Products under this Part D (Clauses 1.6 in respect of Equipment and 6.3 in respect of CSI Software) must be made in writing and notified to CSI within sixty (60) days of Client becoming aware of the relevant issue or of the date on which the Client ought reasonably to have become aware of the relevant issue.
- 1.10 Notwithstanding anything to the contrary set out in the agreement, no claim of whatever nature in relation to the Products may be brought against CSI and CSI shall have no liability to Client to the extent that such claim arises as a consequence of:
- 1.10.1 any failure on the part of Client to observe and perform any of its obligations under that Order or this agreement; or
- 1.10.2 any of the following acts, events or circumstances:
- (a) the improper installation of any Product by any party other than CSI (or any third party contracted by CSI to perform any of CSI obligations under any Order); or
- (b) the improper use, operation or neglect of any Product by Client, its Personnel and/or sub-contractors;
- (c) the use of any Product with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- (d) the use of Equipment for purposes for which it was not designed or other than any use specified in the Order;
- (e) any repair, reconstruction, adjustment, alteration, relocation or modification of Products or their merger (in either whole or part) with any other application or equipment (as applicable) by any party other than CSI (or any third party contracted by CSI to perform any of CSI obligations under any Order);
- (f) the failure within a reasonable period of time to implement recommendations in respect of or solutions to faults previously advised in writing by CSI.
2. **DELIVERY**
- 2.1 Where a Delivery Date is agreed in the Order, CSI will use its reasonable

- endeavours to provide the Products to meet the Delivery Date. Unless otherwise stated in an Order, time shall not be of the essence with respect to any Delivery Date and CSI shall have no liability for any delay to a Delivery Date to the extent that it results from any failure on the part of Client to comply with any of its obligations under the relevant Order.
- 2.2 If no such Delivery Date is specified or agreed, CSI shall use its reasonable endeavours to deliver or supply the Products to Client as soon as reasonably possible. CSI shall not be liable for any loss, liability or expense caused by any delay in any such delivery or supply. Subject to a Project Plan, CSI shall be entitled to deliver or supply the Products in one delivery or by instalments.
- 2.3 In either of the above cases, CSI does not accept any responsibility for shortages or for Products damaged in transit unless notified in writing within five (5) Business Days of receipt of the Products by Client.
- 2.4 Delivery shall be confirmed by Client by authorised signature on the Delivery Date. Subject to Client serving written notice to the contrary within fourteen (14) Business Days of the Delivery Date, the Products will be deemed to have been delivered on the Delivery Date.
- 2.5 Where delivery to a particular Client Site or other location is required, CSI shall deliver the Products to the address as informed by Client in writing, and as confirmed in an Order or Project Plan.
- 2.6 The terms of delivery of tangible Products shall be Incoterms DAP. If the delivery address is in a territory which does not use VAT then this Incoterm shall also mean that use tax, or sales tax (GST) or turnover tax are excluded from price.
3. **COMMERCIAL RETURNS**
- 3.1 CSI has no obligation to accept a return of Products which Client wishes to return for any other reason than that dealt with under this Part D Clause 1.6 and Part A Clause 13 (Consequences of Termination). Any other type of return would be deemed to be a "Commercial Return". If CSI does agree to accept a Commercial Return then CSI will issue an RMA to Client, which will detail the conditions under which the return will be accepted. If Client fails to fulfil the obligations stipulated by the RMA, then CSI reserves the right to refuse the return.
4. **PASSING OF TITLE AND RISK**
- 4.1 Each Party shall be responsible for risk of loss of, and damage to, equipment, software or other materials in its possession

- or under its control save that for these purposes Client Equipment installed on CSI's Facilities (if any) shall be and remain at the Client's risk with effect from delivery of such Client Equipment to CSI's Facilities.
- 4.2 Title in any tangible Products shall only pass from CSI to Client once Client has paid all Charges and all other monies owed to CSI under the agreement in cleared funds. This Part D Clause 4.2 does not apply in the case of equipment that is leased by CSI to Client.
5. **CHARGES AND PAYMENTS**
- 5.1 The provisions of Part A Clauses 4.1 to 4.17 apply to Charges for Orders for Products.
- 5.2 Unless otherwise stated in an Order, Charges for Products and one-off Charges shall be invoiced on delivery.
6. **CSI SOFTWARE AND THIRD PARTY SOFTWARE**
- 6.1 With respect to any Third Party Software supplied by CSI under this agreement other than as part of Managed Services, CSI grants a sub-licence of such Third Party Software to Client on the same terms and conditions (mutatis mutandis) as CSI licenses the Third Party Software from the Software Vendor. Client shall indemnify CSI and its Affiliates and hold CSI harmless against any loss or damage which CSI may suffer or incur as a result of Client's breach of Third Party Software licences. Any warranty (and applicable limitations and exclusions) in relation to the Third Party Software shall be as set out in the applicable Third Party Software licence provided to the Client upon Client's request with the delivery of the Third Party Software.
- 6.2 CSI warrants that, during the CSI Software Warranty Period, with respect to each item of the CSI Software which is delivered by CSI and properly installed and operated on the hardware products or other equipment for which it is originally licensed:
- 6.2.1 the media on which the CSI Software is furnished will be free of Computer Viruses, defects in materials and workmanship under normal use; and
- 6.2.2 the CSI Software will substantially conform to its published specifications.
- 6.3 If, during the CSI Software Warranty Period, there is a defect or non-conformity covered by the warranty in this Part D, Clause 6.2, Client's sole remedy against CSI will be, at CSI's option, to refund the purchase price paid by Client for any defective CSI Software, or to replace any defective media with software which substantially conforms to CSI's applicable published specifications. Client assumes

- responsibility for the selection of the appropriate application programs and associated reference materials.
- 6.4 Unless otherwise stated in an Order, CSI makes no warranty that:
- 6.4.1 the CSI Software and/or Third Party Software will work in combination with any hardware or application software products provided by third parties;
- 6.4.2 the operation of the CSI Software and/or Third Party Software will be uninterrupted or error free; or
- 6.4.3 all defects in the CSI Software and/or Third Party Software will be corrected.
- 6.5 For any third party hardware and Third Party Software products listed as being compatible in the Order or specifications, CSI will use reasonable efforts to provide compatibility, except where the non-compatibility is caused by a “bug” or defect in the third-party’s product. CSI is not obligated to remedy any CSI Software or Third Party Software defect that cannot be reproduced with the latest software release. In respect of CSI Software only, Client shall be entitled to receive any maintenance releases (such as Software Patches and fixes but not including feature releases) at no charge during the CSI Software Warranty Period. Client may optionally purchase the support Services under which Client would be entitled to receive maintenance feature releases in respect of the CSI Software and Third Party Software for the duration of the delivery of the support Services under the Order.
- 6.6 The Client shall not, shall not attempt to and shall ensure that its users shall not and/or not attempt to:
- 6.6.1 copy, modify or transfer such CSI Software and/or Third Party Software; or
- 6.6.2 reverse assemble, reverse compile or translate such CSI Software and/or Third

- Party Software save to the minimum extent permitted by applicable law.
- 6.7 The Client remains at all times liable for all acts or omissions of its users and shall ensure users only use the CSI Software and/or Third Party Software in accordance with the terms of the agreement and Third Party Software licence terms.
- 6.8 CSI shall be free to amend the CSI Software provided that any changes do not materially affect the performance of the CSI Software.
- 6.9 CSI shall be responsible for installing, operating and maintaining the CSI Software at its own expense.
- 7. LIMITATION OF LIABILITY**
- 7.1 The provisions of Part A Clause 7 apply to CSI’s limits and exclusions of liability in respect of the provision of Products together with Clause 7.2 of this Part D.
- 7.2 For the purposes of Part A Clause 7.4.3 in respect of Products, the total aggregate liability of CSI in respect of all Events of Default shall be limited to an amount equal to the lesser of £1m or 100% of the total Charges for Products paid and payable to CSI under this agreement in the preceding year of the Term.
- 8. EARLY CANCELLATION OF AN ORDER**
- 8.1 Where applicable and unless otherwise stated in an Order, prior to the Delivery Date, Client shall be entitled to cancel any Order for the provision of Products providing that a minimum of thirty (30) days’ written notice is given subject to payment being made for any Products purchased or committed to on behalf of Client. If notice is less than thirty (30) days Client shall pay the full invoice price for the Products. However, CSI shall use reasonable efforts to mitigate any costs and where costs are mitigated, Client shall pay the full invoice price less the mitigated costs.

This agreement has been entered into on the date stated at the beginning of it.

Client:

.....

(authorised signatory)

.....

(print name of signatory)

.....

(print title of signatory)

.....

(date)

Computer Systems Integration Ltd:

.....

(authorised signatory)

.....

(print name of signatory)

.....

(print title of signatory)

.....

(date)

SCHEDULE 1 DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

- 1.1 In the agreement the following words and expressions will have the following meanings unless the context otherwise requires:

"Acceptance Date"	the date of acceptance by Client, or deemed acceptance in accordance with the terms of the agreement, that the Managed Services comply with the Managed Services Requirements and Order or that the Services and/ or Products have passed the Acceptance Tests;
"Acceptance Tests"	the tests to be carried out by Client and/or CSI on the, Managed Services, Services and/or Products to ensure that they operate substantially in accordance with Client's requirements, as set out in the relevant Order or Project Plan;
"Affiliate"	means in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company, and Holding Company and Subsidiary shall have the meaning given to them in the Companies Act 2006 or its successors;
"Applicable Law"	means: <ol style="list-style-type: none"> (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a Party, or in the case of Client a Client Customer, is subject and/or in any jurisdiction that the Managed Services, Services and/or the Products are provided to or in respect of; (b) the common law and laws of equity as applicable to the Parties from time to time; (c) including any legally binding court order, judgment or decree; (d) and any applicable direction, policy, rule or order that is legally binding on a party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's customers, assets, resources or business;
"Assets"	any Equipment inclusive of but not limited to hardware and software, Client Software, CSI Software, Third Party Software and Intellectual Property Rights used by CSI exclusively for the delivery of the Managed Services to Client;
"Background Intellectual Property"	all existing and future Intellectual Property Rights that are either vested in or have been or will be created for or on behalf of CSI at any time that are used or incorporated within a Managed Service or Service including those in CSI's Input Material or derived from CSI's Input Material, save for the avoidance of doubt Intellectual Property Rights: <ol style="list-style-type: none"> (i) in Client's Input Materials; (ii) created and developed by CSI solely from Client's Input Materials during the course of and within the scope of the provision of a Managed Service or Service that were not in existence prior to the commencement of the provision of that Managed Service or Service;

	(iii) created and developed by CSI for the sole specific use of Client (as specified in the relevant Order) on an exclusive basis during the course of and within the scope of the provision of a Managed Service or Service that were not in existence prior to the commencement of the provision of that Managed Service or Service;
"Business Continuity Plan"	the business continuity and disaster recovery plan to be implemented and maintained by CSI as set out in Schedule 6 as amended from time to time;
"Change"	any New Service, any variation to the scope, nature, volume or execution of the Managed Services, Services and/ or Product under this agreement or any other variation, addition or removal of any provision of this agreement or any of its schedules or other documents referred to in this agreement;
"Change Notice"	a variation to this agreement to be made in accordance with Clause 15 and Schedule 10 (Change Control Procedure), providing details of an agreed Change Request, CSI's Charges (if any) for the Change Request, what the effect of the Change Request will be so far as Client is concerned, and any other matters deemed appropriate by CSI and Client;
"Change Request"	a request for a Change submitted by either party to the other in accordance with the provisions of Schedule 3 Change Control Procedure;
"Change Request Form"	the template form as set out in Schedule 3 Change Control Procedure to be used by either Party when submitting a Change Request to the other Party;
"Charges"	all fees and charges payable to CSI under an Order;
"Clauses"	the clauses of the agreement or any of them;
"Client Business Continuity Recovery Plan"	the business continuity and disaster recovery plan to be implemented and maintained by the Client as set out in Schedule 6 as amended from time to time;
"Client Data"	any information that is provided by Client to CSI as part of the Client's use of the Managed Services, Services or Products including personal data and any information derived from such information and/or provided by Client's customers;
"Client Site(s)"	the relevant premises of Client or the premises of a customer of Client, at which the Managed Services, Services, and Products under an Order are to be supplied and/or delivered to Client;
"Client's Environment"	the environment including but not limited to Client Software and Client's and Client's customers' hardware, firmware, operating system, processing speed, clock speed, network type speed and capacity, peripherals, peripheral drivers, monitors, disk drives, tape drives, internet access facilities, communications software and printers at the relevant Client Site(s) accessed or used by CSI in the supply of the Managed Services, Services and/or Products to Client in connection with an Order;
"Client Software"	any computer programs supplied by the Client and not sourced from CSI.

"Commencement Date"	the date indicated as such in any Order for Managed Services, Services and/ or Products, being the date that Order shall begin to have effect between the Parties;
"Computer Virus"	means any malicious software, such as malware, worms, trojan horses, ransomware, spyware, adware, scareware, boot loaders, or any other software or data which may reasonably be considered to be of malicious intent (including any unplanned and unapproved change introduced by such software);
"Confidential Information"	all information which is marked as being confidential or which may reasonably be regarded as confidential by virtue of its nature or the nature of its disclosure, together with all information obtained from the party making the disclosure (including, in the case of the Client, its Affiliates) that relates to the business, affairs, products, trade secrets, technology, Know-how, methodology of supply, developments, finances, employees, customers or suppliers of either party, Input Material and, Intellectual Property Rights, Data and other information that would be deemed confidential by a reasonable business person as supplied or disclosed by either Party to the other both during the discussions leading up to this agreement and during the continuance of this agreement in accordance with the terms of this agreement or any other agreement between CSI and Client;
"CSI's Contacts"	those persons of a Party as set out, together with the email contact addresses and telephone contact numbers, in an Order;
"CSI FlexSupport"	the managed services in respect of the relevant Public Cloud Provider product and / or in respect of the relevant CSI Private Cloud as described in any one or more Orders, to be performed by CSI in accordance with the relevant main terms of this agreement;
"CSI Private Cloud"	means a computing environment dedicated to a single Client as described in any one or more Orders;
"CSI Software"	any computer programs written by CSI or licensed to CSI for the purpose of delivering the Managed Services and/ or Services;
"CSI Software Warranty Period"	the period of 90 days commencing on the Acceptance Date;
"Data Controller"	has the meaning given to that term (or to the term 'controller') in Data Protection Legislation;
"Data Processor"	has the meaning given to that term (or to the term 'processor') in Data Protection Legislation;
"Data Protection Legislation"	means any Applicable Law in the UK relating to the processing, privacy, and use of Personal Data, as applicable to the Client, the Client's customers, CSI and/or the Services, including but not limited to: <ul style="list-style-type: none"> (i) the United Kingdom's Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing or replacing

	<p>Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive); and/or</p> <p>(ii) as applicable, Regulation (EU) 2016/679 (directly applicable European Union law) or Regulation (EU) 2016/679 as transposed into United Kingdom national law by the operation of section 3 of the EU (Withdrawal) Act 2018 (and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019); and / or</p> <p>(iii) any legally binding judicial or administrative interpretation of any of the above, any legally binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority;</p>
"Data Subject"	has the meaning given to that term in Data Protection Legislation;
"Delivery Dates"	the dates and stages for the supply of the Products or Services as set out in the relevant Order or the provision of the Managed Services, Services, and Products and as varied by agreement between the Parties from time to time and documented in a Project Plan or in accordance with the relevant Order and this agreement;
"Disaster"	any disruption to the performance or receipt of the Managed Services, (whether caused by a natural or a man-made phenomenon or occurrence) that requires the implementation of the Business Continuity Plan, the Client Business Continuity Recovery Plan and/or the Failover Plan;
"Documentation"	in addition to any documents in writing, any map, plans, computer source or object code, graph, drawing or photograph, any film, moving image, negative, tape, disk, CD ROM or other tape or other device embodying any other data.
"Emergency Change"	has the meaning as set out in paragraph 2.2 Schedule 3 Change Control Procedure);
"Equipment"	the hardware, cabling and systems equipment provided by CSI identified in an Order, which is to be installed at or delivered to a Client's premises or the premises of a Customer of Client or as otherwise specified in the relevant Order;
"Event of Default"	shall have the meaning set out in Clause 7.2;
"Event of Force Majeure"	causes beyond the reasonable control of either of the Parties including but not limited to fires, insurrection or riots, terrorism, embargoes, inability to obtain supplies, requirements or regulations of any civil or military authority; and any default by a third party supplier or contractor of either Party that is itself subject to an analogous event that is beyond the reasonable control of such third party supplier;
"Exit Plan"	The plan for the transition of the Managed Services, Services and/or Products in the event of the expiry or termination of

	this agreement or a relevant Order for any reason, which is to be developed by the Parties pursuant to Schedule 4 (Exit Plan and Termination Assistance Services);
"Expert"	such independent expert as is: (a) agreed between the Parties; or (b) in the absence of agreement set out in (a) above within ten Business Days, appointed by the National Computing Centre (or some other British nationally recognised independent centre for expertise in the application of computer technology agreed by the Parties);
"Failover Plan"	the plan to be created and maintained by the Client in accordance with Schedule 6 as amended from time to time;
"Good Industry Practice"	means, in relation to any activity or requirement relevant to the agreement, the exercise of that degree of skill, care, diligence, prudence and foresight and using the practices, processes, procedures and guidelines which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of such activity or requirement under the same or similar circumstances and conditions in the United Kingdom;
"Incoterms DAP"	means Delivered at Place as defined in the English language version of the International Chamber of Commerce Incoterms 2010. CSI deems Products are delivered when they are placed at the disposal of Client on the arriving means of transport ready for unloading at the named place of destination. Risks transfer at this point from CSI to Client;
"Initial Term"	means for the provision of Managed Services the term of three (3) years from the Acceptance Date, unless the Order contains a different term, and for the provision of Services and/or Products means the term set out in the Order which shall commence from the Commencement Date;
"Input Material"	the Documentation, data and any other materials and information provided by one Party to the other for the purpose of performing its obligations under the agreement;
"Intellectual Property Rights" or "IPR"	any and all copyrights, moral rights, related rights, patents, trade marks, trade names, service marks, design rights, database rights, domain name rights, rights in undisclosed or confidential information (such as known-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) as existing now or in the future and applications for any such rights as may exist anywhere in the world;
"ISO 9001"	the ISO 9001:2015 quality management system (QMS) standard published in 2015 by the International Organisation for Standardization (ISO);
"ISO 27001"	means the ISO/IEC 27001:2013 information security management system (ISMS) standard published in 2013 by the International Organisation for Standardization (ISO) and the International Electrotechnical Commission;
"Live Date"	the actual date the Managed Services, Services, or Products passes or is deemed to have passed all Acceptance Tests (whichever is the earlier) as applicable;
"Managed Services"	the managed services described in any one or more Orders, (which may also include CSI FlexSupport if expressly set out in the Order) to be performed by CSI in accordance with the relevant main Terms of this agreement;

"Managed Services Requirements"		CSI's obligation to perform the Managed Services as set out in the relevant Order(s) including in accordance with the specifications and/or service levels appended to such Order(s);
"Order"		records the specific terms upon which CSI will provide Managed Services, Services and/or Products to Client and in respect of Managed Services and/ or Services has the meaning set out in Clause 3.1.2(b) and in respect of Products has the meaning set out in Clause 3.1.2(c);
"Party"		a party to this agreement (and "Parties" shall be construed accordingly);
"Personnel"		a Party's officers, directors, employees, workers, contractors, (including any persons hired as consultants or contract staff), agents and representatives;
"Personal Data"		has the meaning given to that term in the Data Protection Legislation;
"Personal Data Breach"		means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data;
"Process", "Processed" and "Processing"		has the meanings given to that term in the Data Protection Legislation (and related terms such as process have corresponding meanings);
"Product"		an item provided by CSI which is not part of a Managed Service, which may include hardware and/or CSI Software or Third Party Software, identified in an Order;
"Project Plan"		a mutually agreed and documented plan for installation of the Managed Services, Services, or Products and their Acceptance Tests (where applicable), as set out in the Order;
"Proposed Change"		has the meaning set out in Clause 15;
"Public Provider"	Cloud	means (as applicable) Microsoft Azure, Amazon or Google or such other public cloud provider as the Parties may agree from time to time;
"Public Services"	Cloud	means (as applicable) the Microsoft Azure services, Amazon Web Services or Google Cloud services or such other public cloud services as the Parties may agree from time to time as specified in any Order;
"Regulatory Authority"		means any governmental, regulatory or other competent authority that regulates and/or supervises the Client or its Affiliates, CSI or any Sub-contractor and/or any of their activities, including but not limited to the Information Commissioner's Office, the Prudential Regulatory Authority, the European Banking Authority, the Financial Conduct Authority, the London Stock Exchange and any tax authority, and any other regulatory or administrative body, or court or listing authority that regulates or governs the Client or its Affiliates
"Replacement Services"		has the meaning set out in paragraph 1.1.1 of Schedule 4;
"RMA"		Returns Material Authorisation process and documentation, which is required from CSI to authorise return of goods by Client to CSI. Such processes and documentation will be provided as part of an Order or on request;

"Security Policy"	the security policy of CSI set out in Appendix 1 of Schedule 2 in this agreement;
"Service Levels"	the levels of service required of CSI as set out in an Order;
"Service Provider Licensing Agreement"	a contract entered into between a third party Software Vendor and CSI which includes the right for CSI to make such Software Vendor's Third Party Software available to one or more of its clients in the provision of CSI's Managed Services, Services and/ or Products, and which permits CSI's clients to receive the benefit of such Third Party Software;
"Services"	any services (not including Managed Services or Public Cloud Services) supplied by CSI to Client as detailed in and under the terms of an Order;
"Set-up Service"	the due diligence, configuration and related work to be performed by CSI to set up Managed Services;
"Small Change"	has the meaning as set out in paragraph 3.1 Schedule 3 (Change Control Procedure);
"Software"	computer programs belonging to any of the categories of Client Software, Third Party Software and/or CSI Software;
"Software Interface"	the documented specification for programmatic data exchange with a defined computer program;
"Software Patches"	program technical fixes released by the Software Vendor for the purpose of correcting program errors, enhancing security or functionality. Software Patches are applied to the existing computer programs under periodic maintenance events;
"Software Vendor"	the author/publisher of the computer programs and the licensor;
"Standard Contractual Clauses"	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 by the European Commission
"Successor Supplier"	any third party supplier of Replacement Services appointed by the Client from time to time;
"Supervisory Authority"	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;
"Term"	Means the Initial Term and any applicable Renewal Term
"Termination Assistance Charges"	the charges payable by the Client to CSI for CSI providing the Termination Assistance Services and discharging its obligations under the Exit Plan;
"Termination Assistance Period"	the period of time during which CSI provides Termination Assistance Services to Client until the Managed Services have been completely migrated from CSI to Client or a Successor Supplier, as set out below: (i) in connection with the expiry of the Term, the period commencing six (6) months prior to the expiry date and ending up to twelve (12) months following expiry; or

	(ii) in connection with any other termination of this agreement, the period commencing on the date of notice of termination (or such other date as is specified by Client) and ending up to twelve (12) months from the date of termination;
"Termination Assistance Services"	the services to be provided by CSI to the Client pursuant to Schedule 4 (Exit Plan and Termination Assistance Services) in the event of the expiry or termination of this agreement for any reason to facilitate the transfer of the Managed Services to the Client or a Successor Supplier;
"Third Party Software"	means any computer programs owned by a Software Vendor, licensed to CSI and sub-licensed to the Client;
"Trigger Event"	means either of the following events occurring: <ol style="list-style-type: none"> the imposition of, or a change to, a duty, tax, tariff, or levy imposed on any goods, components and/or services incorporated or used in conjunction with the Managed Services, Services and/or Products; or an increase in the charges and or costs of a third party service provider or subcontractor appointed by CSI to perform any part of the Services, which event has an impact to the costs incurred by CSI in the performance of the Services of 10% or more;
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, consolidated, re-enacted or replaced from time to time;
"VAT"	value added tax as defined by and payable in accordance with the Value Added Taxes Act 1994;
"Business Day"	any day on which the clearing banks in the City of London are open for business;
"Business Hours"	8.00am to 6.00pm on Business Days.

2. INTERPRETATION

- 2.1 Any reference in the agreement to "writing" or cognate expressions includes a reference to e-mail unless explicitly stated otherwise.
- 2.2 Any reference to any provision of a statute shall be construed as a reference to that provision as it is in force at the date of the agreement.
- 2.3 The headings are for convenience only and shall not affect its interpretation.
- 2.4 Any reference to the masculine gender includes the feminine and neuter gender and vice versa.
- 2.5 Any reference to a Clause, Schedule or paragraph is to one of these clauses, schedules or paragraphs in this agreement unless explicitly stated otherwise.
- 2.6 References to persons can include companies, associations, partnerships, individuals, trusts and all other legal entities or groups of legal entities.
- 2.7 References to "including", "includes" and "in particular" are illustrative only and none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression "without limitation".

- 2.8 References to "will" and "shall" shall be interpreted as expressions of command, not merely expressions of future intent or expectation;
- 2.9 Where Client is more than one person, their liability under this agreement and all Orders shall be joint and several.
- 2.10 Any reference to the singular includes the plural and vice versa.
- 2.11 The Schedules to this agreement, together with any documents referred to in them, form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement means this agreement, together with the Schedules, and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the Parties.
- 2.12 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 2.13 In respect of any Order entered into by a CSI Affiliate and/or a Client Affiliate under this agreement, any obligation on or reference to "CSI" or "Client" in this agreement shall be interpreted as an obligation on or reference to such CSI Affiliate and/or Client Affiliate (as applicable) in respect of that relevant Order.

SCHEDULE 2 TECHNICAL AND ORGANISATIONAL MEASURES

1. CSI TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

- 1.1 This Schedule 2 describes the technical and organisational security measures and controls implemented by CSI to protect Personal Data and ensure the ongoing confidentiality, integrity and availability of CSI's Managed Services, Services and/or Products in accordance with Clause 21.4.2.
- 1.2 This Schedule 2 is a high-level overview of CSI's technical and organisational security measures. More details on the measures implemented by CSI are available in Appendices 1 and 2 of this Schedule 2 (CSI Security Policy and CSI Audit Security Policy). CSI reserves the right to revise these technical and organisational measures at any time, without notice, so long as any such revisions will not materially reduce or weaken the protection provided for Personal Data that CSI processes in providing the Managed Services, Services and/or Products.
- 1.3 CSI shall take the following technical and organisational security measures to protect Personal Data:
 - 1.3.1 Implement organisational management and have dedicated Personnel responsible for the development, implementation, and maintenance of CSI's information security program;
 - 1.3.2 Have in place audit and risk assessment procedures for the purposes of:
 - (a) periodic review and assessment of risks to the CSI organisation;
 - (b) monitoring and maintaining compliance with CSI policies and procedures; and
 - (c) reporting the condition of its information security and compliance to senior internal management;
 - 1.3.3 maintain information security policies and make sure that policies and measures are regularly reviewed and where necessary, improve them;
 - 1.3.4 Communicate with CSI applications utilizing cryptographic protocols such as TLS to protect information in transit over public networks. At the network edge, stateful firewalls, web application firewalls, and DDoS protection are used to filter attacks. Within the internal network, applications follow a multi-tiered model which provides the ability to apply security controls between each layer;
 - 1.3.5 have in place data security controls which include logical segregation of data, restricted (e.g. role-based) access and monitoring, and where applicable, utilisation of commercially available and industry-standard encryption technologies;
 - 1.3.6 have in place logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions, (e.g. granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all users,

periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur);

- 1.3.7 maintain password controls designed to manage and control password strength, and usage including prohibiting users from sharing passwords;
- 1.3.8 carry out system audit or event logging and related monitoring procedures to proactively record user access and system activity for routine review;
- 1.3.9 maintain physical and environmental security of data centre, server room facilities and other areas containing Client confidential information designed to:
 - (a) protect information assets from unauthorized physical access;
 - (b) manage, monitor and log movement of persons into and out of CSI facilities; and
 - (c) guard against environmental hazards such as heat, fire and water damage;
- 1.3.10 implement and maintain operational procedures and controls to provide for configuration, monitoring, and maintenance of technology and information systems according to prescribed internal and adopted industry standards, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from CSI possession;
- 1.3.11 have in place change management procedures and tracking mechanisms to designed to test, approve and monitor all changes to CSI technology and information assets;
- 1.3.12 have in place incident / problem management procedures design to allow CSI to investigate, respond to, mitigate and notify of events related to CSI technology and information assets;
- 1.3.13 have in place network security controls that provide for the use of enterprise firewalls and layered DMZ architectures, and intrusion detection systems and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack; and
- 1.3.14 carry out vulnerability assessment, management of Software Patches and scheduled monitoring procedures (as well as have in place threat protection technologies) designed to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code.

APPENDIX 1 – CSI SECURITY POLICY



POL005 CSI Customer
Security Policy v2.1.pdf

APPENDIX 2 – CSI AUDIT SECURITY POLICY



POL020 CSI Audit
Security Policy v1.3.pdf

SCHEDULE 3 CHANGE CONTROL PROCEDURE

1. INTRODUCTION

- 1.1 This Schedule 3 sets out the procedure that shall apply to the classification, processing and approval or rejection of Changes to the Managed Services, Services and/or Products, as applicable.
- 1.2 Change Requests can emanate from either Party and shall be documented as a Change Request in accordance with paragraph 5 below.
- 1.3 All Change Requests shall be managed using the Change Control Procedure.

2. MANDATORY & EMERGENCY CHANGES

- 2.1 CSI shall procure the implementation of all changes which are necessary from time to time to ensure that the provision of the Managed Service, Services and / or Products (as applicable) and their receipt and use by the Client comply with Applicable Laws (a "**Mandatory Change**"). The impact of implementing a Mandatory Change upon the Managed Services, Services, Products and/or the Charges shall be investigated, assessed and notified to the Client by CSI. The cost of implementation and on-going operation of a Mandatory Change shall be borne by the Client.
- 2.2 Where failure to implement a Change would result in either Party or any other member of that Party's Group failing to comply with any Applicable Law (whether applicable to CSI or Client) or any requirement or direction of any regulatory authority, CSI shall, pending completion of approval of the relevant Change, perform such emergency works or services as may be reasonably necessary, and provide the Managed Service, Services and / or Products (as applicable) in such varied or modified manner as shall be necessary to ensure compliance with Applicable Laws or the requirement or direction in question ("**Emergency Change**"). Client shall pay CSI's reasonable charges for the implementation of such Emergency Change.

3. SMALL CHANGES

- 3.1 Minor modifications, updates, additions or changes to pending or existing Orders to the agreement that require a change to the Charges but which will not have a material impact on the way the Managed Service, Services and / or Products are delivered or on the Parties' obligations and/or do not represent a fundamental shift in technology, Service Levels, scope or the way any of the existing Orders are delivered ("**Small Change**") will be covered by the Client Small Change Process. This process is documented in the document embedded below:



CSI Client Small
Change Process.pdf

4. CHANGE COSTS

- 4.1 Each Party shall be responsible for its own costs incurred in the preparation and assessment of Change Requests, including the costs of any impact analysis and negotiations. Any discussions,

negotiations, or other communications that may take place between the Parties in connection with any Change Request shall be without prejudice to the rights of either Party.

5. CHANGE REQUEST PROCEDURE

- 5.1 This paragraph 5 sets out the procedures to be followed to raise, request, record and agree Changes with the exception of Mandatory & Emergency Changes, and Small Changes as detailed above.

Change Requests

- 5.2 Either Party may submit a Change Request in writing by its Senior Representative, who shall act as the Change Request sponsor throughout the Change Control Procedure, and who shall complete a Change Request Form as set out in Appendix 1 to this Schedule 3. Change Requests shall be presented to the Senior Representative of the other party who shall acknowledge receipt of the Change Request.

CSI's Assessment of a Change Request

- 5.3 Irrespective of which Party raises the Change Request, for each Change Request, CSI shall assess the Change Request and, as soon as reasonably practicable, provide the Client with a quotation or proposal for the Proposed Change which shall detail:
- 5.3.1 a description of the Change Request;
 - 5.3.2 an impact analysis (as more fully described in paragraphs 5.4 to 5.8);
 - 5.3.3 the changes to the Charges;
 - 5.3.4 a list of deliverables required for implementing the Change Request;
 - 5.3.5 a timetable for implementation;
 - 5.3.6 any relevant acceptance criteria;
 - 5.3.7 where CSI has made a Change Request, the reasoning behind a CSI Change Request; and
 - 5.3.8 proposed amendments to this agreement which may be required as a result of the Change Request.

Impact Analysis

- 5.4 The purpose of the impact analysis is to provide a context for a discussion around the approval and implementation of the Change Request.
- 5.5 The impact analysis will consider the material effect of any Change Request on any other existing Managed Services, Services and/or Products (as applicable) provided under this agreement. If the Change Request has no such impact, a "no impact" statement will be made.

- 5.6 The impact analysis shall consider the impact of the Change Request with the following parameters taken into account as relevant to each particular Change:
- 5.6.1 scope of this agreement;
 - 5.6.2 pricing elements;
 - 5.6.3 migration dates;
 - 5.6.4 acceptance criteria;
 - 5.6.5 infrastructure requirements including new equipment and/or software;
 - 5.6.6 relevant third party agreements; and
 - 5.6.7 any other matter reasonably requested by the Client at the time of the impact analysis or reasonably considered by CSI to be relevant.
- 5.7 The Parties acknowledge that the list set out in paragraph 5.6 is not an exhaustive list and that there may be more parameters to consider in the context of a particular Change Request and some of the parameters described may not be relevant to every Change Request.
- 5.8 The parameters set out in paragraph 5.6 should be considered in such a way to ensure that the impact analysis clearly shows the impact (if any) on the Managed Service, Services and / or Product (as applicable), the Charges, and any other relevant matter covered by this agreement. The resulting impact analysis shall confirm the authority level required to authorise the Change.
6. **REVIEW AND APPROVAL**
- 6.1 The Parties shall review and negotiate each Change Request (and CSI's quotation or proposal for such Change Request) in good faith.
 - 6.2 Once CSI and the Client have agreed to the scope and impact of the Change Request and the quotation or proposal for the Change Request, CSI will send the Client a Change Notice.
 - 6.3 As soon as the Change Notice has been signed on behalf of both Parties, the agreement will immediately be deemed to have been varied in accordance with the terms of the Change Notice.
 - 6.4 For the avoidance of doubt, except as provided in this Schedule 3 (Change Control Procedure) neither Party shall be obliged to agree a Change Request.

APPENDIX 1 - CHANGE REQUEST FORM TEMPLATE

CRF No:	Agreement:	Effective date of Change:
Initiated by: Change requested by [CSI OR Client]		
Date of request:		
Period of validity: This Change Request Form is valid for acceptance until [DATE].		
Reason for Change:		
Description and impact of the Change (including to delivery and performance):		
Required amendments to wording of agreement or schedules:		
Adjustment to Charges resulting from Change:		
Additional one-off charges and means of determining these (for example, fixed price basis):		
Supporting or additional information:		
SIGNED ON BEHALF OF CLIENT	SIGNED ON BEHALF OF CSI	
Signature:	Signature:	
Name:	Name:	
Position:	Position:	
Date:	Date:	

SCHEDULE 4 EXIT PLAN AND TERMINATION ASSISTANCE SERVICES

1. OBJECTIVES

- 1.1 The purpose of the Termination Assistance Services is:
- 1.1.1 to enable CSI to cease supplying the Managed Services and for the Client or the Successor Supplier from the end of the Termination Assistance Period to undertake services in substitution in an orderly and seamless manner (the “**Replacement Services**”); and
 - 1.1.2 to minimise any disruption or deterioration of the provision of the Managed Services, or failure to achieve the Service Levels, during and as a result of the handover from CSI and the commencement of the Replacement Services.
 - 1.1.3 Notwithstanding termination or expiration of this agreement, the terms of the agreement shall continue to apply during the Termination Assistance Period.

2. GENERAL TERMINATION ASSISTANCE SERVICES OBLIGATIONS

- 2.1 If requested by the Client within 6 months of the date of this agreement , CSI shall provide a high-level Exit Plan to the Client for review and approval by the Client which shall:
- 2.1.1 identify and describe in a suitable level of detail the key items which will need to be discussed and agreed in detail as part of any Exit Plan; and
 - 2.1.2 set out, at a high level, the general approach to be taken in respect of the Termination Assistance Services to be provided.
- 2.2 As soon as possible (but in any event within 4 weeks) following the Client’s request or receipt or submission of a notice of termination:
- 2.2.1 CSI shall prepare a detailed Exit Plan which shall:
 - (a) identify and describe in a suitable level of detail each of the items in paragraph 2.3 below and any other key items which will need to be discussed and agreed in detail as part of any Exit Plan; and
 - (b) detail the exit approach to be taken in respect of the Termination Assistance Services;
 - 2.2.2 the Parties shall use their respective reasonable endeavours to agree the contents of such Exit Plan;
 - 2.2.3 if the Client and CSI are unable to agree any item in the detailed Exit Plan, CSI shall be entitled to determine such matter acting reasonably and in good faith;
 - 2.2.4 until the agreement of the detailed Exit Plan, CSI shall provide the Termination Assistance Services in accordance with the high-level Exit Plan to the Client in good faith.

- 2.3 The detailed Exit Plan shall include, but not be limited to, the following contents:
- 2.3.1 an overall plan with the aim of helping to ensure the smooth transfer of the provision of the Managed Services from CSI to a Successor Supplier and/or Client, with no adverse material impact on the quality or timeliness of the Managed Services and with minimal interruption to Client's business;
 - 2.3.2 adequate knowledge transfer in relation to the Managed Services from CSI to Client and/or a Successor Supplier;
 - 2.3.3 details of how data transitions are to be effected back to the Client and/or a Successor Supplier;
 - 2.3.4 outline all reasonable assistance and reasonable information that the Client may require in connection with any re-tendering process to any Successor Supplier;
 - 2.3.5 identifying any personnel impacted by exit and staff that could be subject to TUPE Regulations;
 - 2.3.6 listing Assets for transfer or novation from or retention by CSI (including Client Data, configuration of Client Environments (templates and such); subscriptions; software licences and sub-contracts) and the terms of any such transfer;
 - 2.3.7 loan of items;
 - 2.3.8 continuing obligations of CSI during the Termination Assistance Period in addition to continued provision of the Managed Services;
 - 2.3.9 identification of CSI's sub-contractors and confirmation of their responsibilities in relation to the Managed Services and the Termination Assistance Period;
 - 2.3.10 identification of supporting Documentation to be transferred from CSI to Client and/or Successor Supplier;
 - 2.3.11 agreement of Exit Plan milestones (if any);
 - 2.3.12 indication of resource requirements from each Party to transfer the Managed Services,;
 - 2.3.13 any requirements for the transfer and/or deletion of Confidential Information exchanged by the Parties during the term of the agreement or relevant Order(s); and
 - 2.3.14 the applicable Termination Assistance Costs and any other applicable charges to be charged to Client by CSI for providing the Termination Assistance Services and discharging its obligations under the Exit Plan.
- 2.4 When requested by the Client, the Parties shall meet and agree what resources may be required during the Termination Assistance Period to enable the provision of Termination Assistance Services, (and if the Parties are unable to reach agreement, any request by the Client for



Termination Assistance Services shall be dealt with through the Change Control Procedure as a Mandatory Change).

SCHEDULE 5 TUPE

1. The Parties agree that it is their common understanding that the TUPE Regulations do not apply to transfer any employees of either Party to the other Party provided that if by operation of law the TUPE Regulations do apply to transfer the employees of either Party to the other Party then in respect of:
 - 1.1 any employees, personnel or third parties engaged by Client and any employee formerly employed by the Client whom may allege CSI is liable under this agreement or the TUPE Regulations, Client hereby indemnifies CSI on a full indemnity basis for all costs, claims, expenses, liabilities and losses (including legal costs and other professional fees (including VAT thereon) of CSI whatsoever and howsoever arising in respect of such employees, personnel and/or third parties so engaged and any employment claims whether relating to acts or omissions of the Client, including the pre- transfer costs of all emoluments and outgoings of employment (including without limitation all wages, bonuses, PAYE, national insurance, pension contributions, all claims arising out of a provision or proposal to offer to change any benefit, term and/or working condition and all costs associated with termination of employment, including but not limited to claims for redundancy pay and dismissal costs (including any claims for unfair dismissal, unlawful deductions, breach of contract and discrimination) and any settlement compensation and costs thereof by CSI;
 - 1.2 any employees, personal or third parties engaged by CSI and any employee formerly employed by CSI whom may allege the Client is liable under this agreement or the TUPE regulations, CSI hereby indemnifies Client on a full indemnity basis for all costs, claims, expenses liabilities and losses (including legal costs and other professional fees (including VAT thereon) of Client whatsoever and howsoever arising in respect of such employees, personnel and/or such third parties so engaged and any employment claims whether relating to acts or omissions of CSI, including the pre- transfer costs of all emoluments and outgoings of employment (including without limitation all wages, bonuses, PAYE, national insurance, pension contributions, all claims arising out of a provision or proposal to offer to change any benefit, term and/or working condition and all costs associated with termination of employment, including but not limited to claims for redundancy pay and dismissal costs (including any claims for unfair dismissal, unlawful deductions, breach of contract and discrimination) and any settlement compensation and costs thereof by the Client.

SCHEDULE 6 BCP AND DR

1. BUSINESS CONTINUITY & DISASTER RECOVERY - CSI

- 1.1 CSI will implement its own Business Continuity Plan to recover its own core business functions in the event of Disaster.
- 1.2 CSI shall maintain throughout the term of this agreement, reasonable contingency and business continuity planning arrangements designed to minimise any interruption or disruption to the provision of the Managed Services.
- 1.3 The Business Continuity Plan shall detail the processes and arrangements which CSI shall follow to ensure continuity of CSI's business processes and operations on which the Managed Services depend, following any Disaster.
- 1.4 CSI shall ensure that it is able to implement the Business Continuity Plan by testing the plan on a regular basis (at least once in every twelve month period).
- 1.5 CSI shall make available, within 10 days of a request submitted by the Client, the business continuity framework and results of the most recent test of that plan.

2. BUSINESS CONTINUITY & DISASTER RECOVERY - CLIENT

- 2.1 The Client is responsible for implementing and maintaining the Client Business Continuity Recovery Plan.
- 2.2 The Client with the reasonable assistance of CSI and at the Client's cost will develop, implement and maintain a runbook of manual or automatic procedures or activities to facilitate the recovery of Client specific services, technologies or facilities or remedy the Client's failure to procure any Client dependency or the provision of any third party service which CSI is reliant on the Client procuring in the event of a Disaster ("Failover Plan")
- 2.3 Subject to the Client providing reasonable (and in any event no less than 6 weeks') written notice , CSI agrees that it will test the Client's Failover Plan at CSI's cost provided that the Client does not request CSI to test the Failover Plan more than once in each calendar year during the Initial Term or any Renewal Term. Where the Client requests CSI to test its Failover Plan:
 - 2.3.1 CSI will agree dates with the Client to carry out a test of the Failover Plan, typically out of hours and not on a Business Day;
 - 2.3.2 the Client will ensure that sufficient resource is made available for the duration of the test to confirm the Client specific services are accessible and functional;
 - 2.3.3 CSI will document the outcomes and results of the test in relation to the Client specific services supplied, including any identified issues and provide a summary of the actions to

be taken by CSI and/ or the Client as applicable to ensure that such issues are rectified within reasonable timescales.

- 2.4 Where the Client requests CSI to carry out more than one test of the Failover Plan in any calendar year, CSI will be able to recover from the Client all its reasonable costs incurred in carrying out such subsequent tests.
- 2.5 The Client with CSI's reasonable assistance and at the Client's cost will update the Failover Plan in the event of any changes to the Managed Services, Services and/ or Products including but not limited to the addition of new services or Changes.
- 2.6 CSI will provide all such reasonable assistance as is requested by the Client to enable the Client to test the Client Business Continuity Recovery during the Term. CSI shall be entitled to recover from the Client all its reasonable costs in respect of its assistance under this paragraph 2.6.
- 2.7 The Client will appoint a representative who is knowledgeable in business continuity planning to serve as a single point of contact for the Client in respect of matters relating to this Schedule 6 and who will:
 - 2.7.1 act as the primary interface to CSI;
 - 2.7.2 receive the Failover Plan and test results, submit comments to CSI and, when acceptable, provide sign-off; and
 - 2.7.3 provide CSI with Client updates to the Failover Plan.

SCHEDULE 7 STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Client

(the data exporter)

CSI

(the data importer)

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in ANNEX A.

1. Definitions

For the purposes of the Clauses:

- (a) **personal data, special categories of data, process/processing, controller, processor, data subject and supervisory authority** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);
- (b) **the data exporter** means the controller who transfers the personal data;
- (c) **the data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) **the sub-processor** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) **the applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) **technical and organisational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in **ANNEX A** which forms an integral part of the Clauses.

3. Third-party beneficiary clause

The data subject can enforce against the data exporter this clause 3, [clause 4\(b\)](#) to [clause 4\(i\)](#), [clause 5\(a\)](#) to [clause 5\(e\)](#) and [clause 5\(g\)](#) to [clause 5\(j\)](#), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.

The data subject can enforce against the data importer this [clause](#), [clause 5\(a\)](#) to [clause 5\(e\)](#) and [clause 5\(g\)](#), clause 6, clause 7, clause 8.2 and clause 9 to clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

- 3.1 The data subject can enforce against the sub-processor this clause 3.1, [clause 5\(a\)](#) to [clause 5\(e\)](#) and [clause 5\(g\)](#), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex **ANNEX B** to this contract;

- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to [clause 5\(b\)](#) and [clause 8.3](#) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of [ANNEX B](#) and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with [clause 11](#) by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with [clause 4\(a\)](#) to [clause 4\(i\)](#).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in [ANNEX B](#) before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:

- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of **ANNEX B** which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with clause **11**; and
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

- 6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause **3** or in clause **11** by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- 6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause **3** or in clause **11** because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

- 6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

- 7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
- 7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

- 8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
- 8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
- 8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in [clause 5\(b\)](#).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing

- 11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
- 11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- 11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to [clause 5\(j\)](#), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

- 12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

ANNEX A to the Standard Contractual Clauses

This Annex forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this **ANNEX A**.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The data exporter is a client of the data importer whose business activities include the use of (as applicable) managed services, cloud services, cloud products and cyber security solutions.

Data importer

The data importer is (please specify briefly your activities relevant to the transfer):

The data importer is an IT managed services provider bringing world-class hybrid multi-cloud, data protection, and cyber security solutions to the data exporter.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify)

Individuals associated with the data exporter (including its past, current, and future customers, suppliers, shareholders, directors, officers, employees, agents, and contractors).

Categories of data

The personal data transferred concern the following categories of data (please specify)

Personal data provided to the data importer by or on behalf of the data exporter, including personal data provided directly to the data importer by a data subject or third party: (i) on the instruction or request of the data exporter; or (ii) on the request of the data importer where the data importer is legally required to make such request. The personal data processed under the relevant Order will include (depending on the scope of services provided): name, home address, correspondence address, date of birth, gender, nationality, shareholder reference number, employee number, employee payroll ID, national insurance or other national identity number, passport number, email address, telephone number, fax number, bank account details, power of attorney details.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify)

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Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify)

Such processing as is necessary to enable the data importer to comply with its obligations and exercise its rights under the Order, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

ANNEX B to the Standard Contractual Clauses

This Annex forms part of the Clauses

Schedule 2 of the agreement details the technical and organisational security measures implemented by the data importer in accordance with [clause 4\(d\)](#) and [clause 5\(c\)](#)