

DATED

[XXX]

DOOTRIX LIMITED

and

[XXX]

FRAMEWORK AGREEMENT

Solent Business Park 4500 Parkway,
Whiteley, Fareham, England, PO15 7AZ

Dootrix.com

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THIS AGREEMENT is made on

[XXX]

BETWEEN

- (1) **DOOTRIX LTD** (registered in England with company number 7593011) whose registered office is at Solent Business Park 4500 Parkway, Whiteley, Fareham, England, PO15 7AZ (the "**Supplier**"); and
- (2) **[XXX]** (registered in England with company number [xxx]) whose registered office is at [xxx] (the "**Client**").

Together the "parties".

INTRODUCTION

- (A) The Supplier is in the business of providing consultancy and development services.
- (B) The Supplier has agreed to provide such services to the Client on the terms set out in this Framework Agreement.

AGREED TERMS

1. Definitions and interpretation

1.1 Definitions

In this Framework Agreement, where the context so admits, the following words and expressions shall have the following meanings:

"Background IP" means any Intellectual Property Rights made available by the Supplier for use in the Services, including all rights in Pre-Existing Materials Statement of Work, but excluding any Foreground IP all of which shall be set out in the relevant Statement of Work;

"Change Control Proposal" means a document prepared by the Supplier containing a description of the work to be carried out in order to implement the Change Request and other consequential changes; a description of any planned work no longer required; a description of any work already carried out and rendered unnecessary by the change; the cost of the change and savings anticipated; the date by which the change is to be commenced and the anticipated completion date;

"Change Request" means any change to the Services requested by either party in writing setting out a summary description of the change, the reason for making the change and an indication of each anticipated consequential change;

"Charges" means the charges payable by the Client in respect of the Services, calculated in accordance with the relevant Statement of Work;

"Confidential Information" means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of this Framework Agreement), including all information relating to that other's or its Group Companies' business, operations, systems, processes, products, trade secrets, know how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which:

- (a) is available to the public other than because of any breach of this Framework Agreement;
- (b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- (c) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- (d) is trivial or obvious;

"Client Materials" means all data, information or material (including Intellectual Property Rights owned by or licensed to the Client, but excluding, for the avoidance of doubt, any Deliverables) provided or made available to the Supplier by or on behalf of the Client;

"Deliverables" means the materials or products resulting from the provision of the Services as set out in any Statement of Work;

"Due Date" has the meaning set out in clause 6.5;

"Force Majeure Event" means any circumstance which the defaulting party cannot reasonably be expected to control, including but not limited to:

- (a) strikes, lock-outs or other industrial action (other than of the party seeking to rely on the Force Majeure Event or their subcontractors);
- (b) civil disorder, riot, invasion, war (whether declared or not), terrorism or threat of or preparation for war or terrorist attack;
- (c) fire, explosion, storm, flood, earthquake, act of God, epidemic, pandemic or other natural disaster;
- (d) compliance with any law or governmental order, rule, regulation or direction;

"Foreground IP" means any Intellectual Property Rights generated during the course of provision of the Services, regardless of whether it was generated by one or more of the parties or by a third party or parties on its or their behalf respectively;

"Framework Agreement" means this agreement, together with the schedules and annexes to it.

"Group Company" means an entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party to this Framework Agreement, where "control" (inclusive of the terms "controlled by" and "under common control with") has the meaning attributed to it under section 840 of the Income and Corporation Taxes Act 1988;

"Intellectual Property Rights" means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);

"Pre-existing Materials" means all data, information or material provided or made available by the Supplier in connection with the delivery of the Services, which existed

prior to the Effective Date, including computer software and firmware, designs and specifications as are set out in any Statement of Work;

"Services" means the services to be provided by the Supplier, as set out in any Statement of Work, including the provision of Deliverables;

"Statement of Work" means any agreement between the parties for the supply of Services to be provided in accordance with this Framework Agreement.

"Specifications" means the specification(s) for each of the Deliverables as set out in any Statement of Work.

1.2 *Interpretation*

In this Framework Agreement (including the introduction and schedules) unless the context otherwise requires:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) reference to this Framework Agreement includes the schedules and appendices and other documents attached to it or incorporated by reference into it (all as amended, added to or replaced from time to time);
- (c) references to clauses or schedules shall be to those in or to this Framework Agreement and references to paragraphs shall be to paragraphs of the schedules or annexes to the schedules (as the case may be);
- (d) clause headings are for convenience only and shall not affect the construction of this Framework Agreement;
- (e) reference to "including" or any similar terms in this Framework Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
- (f) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation.

2. **Framework Agreement**

- 2.1 This Framework Agreement sets out the terms and conditions under which the Client may request Services to be provided by the Supplier and the Supplier may agree to provide such Services. The Supplier may notify the Client at any time that it will not accept any further Statements of Work under this Framework Agreement. The Client may notify the Supplier at any time that it will not be submitting any further requests for Statements of Work under this Framework Agreement. Any such notification will not affect the validity of any Statements of Work already in place.
- 2.2 The Supplier shall commence provision of the Services as set out in each Statement of Work on the date specified in the relevant Statement of Work and, subject to both parties compliance with their respective obligations under this Framework Agreement and Statement of Work, shall continue to provide the Services until the end date as set out in the relevant Statement of Work or as terminated in accordance with this Framework Agreement.

- 2.3 This Framework Agreement shall apply to the exclusion of any terms and conditions contained in the Supplier's quotation or either Party's conditions of sale or other document or which either Party purports to apply in any way to this Framework Agreement and which are inconsistent with this Framework Agreement, unless otherwise agreed between the parties.

3. Ordering Process

- 3.1 If the Client wishes to procure services from the Supplier under the terms of this Framework Agreement, it may make a request to the Supplier, identifying the Services and other matters relevant to that purchase. The parties shall discuss and negotiate the terms of a Statement of Work for the supply of such Services by the Supplier to the Client. Unless and until a Statement of Work is documented, effected and executed by the parties for such Services, all discussions, communications and clarifications between the parties regarding the supply of Services shall be treated as subject to contract and will not create binding obligations.
- 3.2 Without prejudice to clause 3.4, each Statement of Work shall incorporate and be governed by the terms and conditions of this Framework Agreement.
- 3.3 Each Statement of Work shall constitute a separate and independent contract between the parties and shall be capable of being reviewed, amended and terminated without affecting the terms of this Framework Agreement or any other Statement of Work.
- 3.4 The parties may agree to amend the provisions of this Framework Agreement for the purpose of an individual Statement of Work by "Special Terms". Special Terms shall only be valid if made by express written agreement in the relevant Statement of Work and approved by an authorised representative of each party. Special Terms shall apply only to the individual Statement of Work to which they relate.
- 3.5 In the event of a conflict between any of the terms and conditions of the Statement of Work and the terms and conditions of this Framework Agreement and its Schedules, the conflict will be resolved by applying the following priority:
- (a) the Statement of Work including the Special Terms;
 - (b) the terms and conditions of this Framework Agreement;
 - (c) the other Schedules in this Framework Agreement;
 - (d) the Purchase Order; and
 - (e) any other document referred to in the Statement of Work.

4. Provision of Services

- 4.1 The Supplier shall provide the Services to the Client as set out in each Statement of Work and shall not be required to provide any advice or assistance in addition to these Services. Any request to provide additional advice and assistance shall be subject to prior written agreement between the parties.
- 4.2 The Client acknowledges and agrees that the Supplier's performance of the Services within agreed time frames shall be conditional upon the Client promptly providing all reasonable assistance, information and decision-making as reasonably required by the Supplier from time to time, which the Client agrees to give, provided that the Client has been given a reasonable length of time to provide such assistance.

4.3 Where the proper performance of the Services is dependent upon the completion of tasks or services by third parties (including employees of the Client) the Supplier shall have no liability to the Client for any delay, non or partial performance of the Services arising from the delay, non or partial performance of such tasks or services by such third parties, provided that the Supplier has provided reasonable notice to the Client of such dependency and its likely impact and has acted reasonably when instructing such third parties, including, without limitation, allowing them sufficient time to complete such tasks .

4.4 If either party wishes to propose changes or additions to the Services it may use the following change control mechanism:-

- (a) Either party may at any time propose changes to the Services as it deems necessary by submitting a Change Request to the other party;
- (b) The Parties shall discuss the Change Request as soon as practicable, and the Supplier will issue a Change Control Proposal;
- (c) The Parties shall endeavour to agree the Change Control Proposal within 2 weeks following receipt of the Change Request;
- (d) If agreed, the Change Control Proposal shall be amended and signed by the Parties and the Parties shall implement the changes as soon as practicable in line with the Change Control Proposal;
- (e) If the parties cannot agree the Change Control Proposal, the Parties will continue performance in accordance with this Framework Agreement as though a Change Request had not been made.
- (f) The Parties agree to pay reasonable expenses involved in any agreed Change Control Proposal where such reasonable expenses are agreed by the Parties in writing in advance of the expenses being incurred.

4.5 The Client shall grant The Supplier the required access to any Microsoft Azure resources The Supplier has cause to work on or interact with to be able to associate The Suppliers partner ID through Partner Admin Link (PAL). The Suppliers Partner ID is 4992909.

- (a) The Supplier will apply the PAL wherever possible, otherwise a request to The Client will be made to add PAL to The Client's Microsoft Azure resources which must be actioned within 30 days of being requested.
- (b) PAL Details can be found on Microsoft's website at the following link: <https://learn.microsoft.com/en-us/azure/cost-management-billing/manage/link-partner-id>

5. Warranties

5.1 Each party warrants that for this Framework Agreement and for each Statement of Work:

- (a) it has full capacity and authority and has obtained and will continue to hold all necessary consents and licences to enter into and perform its obligations and that each agreement is executed by a duly authorised representative of such party; and
- (b) it will, in the performance of its obligations, comply with all applicable laws and regulations.

5.2 The Supplier warrants that:

- (a) where the Deliverables are supplied on any physical media, such media shall, at the time of delivery, be free from defects and viruses;
- (b) the Deliverables shall, when provided by the Supplier, comply in all material respects with the Specifications;
- (c) the Services will be provided with reasonable care and skill;
- (d) it has and will have appropriately skilled, trained and competent personnel to perform the Services.

5.3 If any of the warranties in clause 5.2 is breached, the Client must notify the Supplier as soon as possible. The Client must give the Supplier a reasonable time to fix the problem and (if necessary) to re-perform any relevant Services. This will be done without any additional charge to the Client. If the Supplier is able to do this within a reasonable time, this shall be the Client's sole and exclusive remedy in relation to such breach and the Supplier will have no other obligation or liability in relation to such breach.

5.4 Except as expressly set out in this Framework Agreement and subject only to clause 10.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Deliverables or Services or to anything supplied or provided by the Supplier under this Framework Agreement.

6. Charges, invoicing and payment

6.1 The Client shall pay the Charges for the Services as set out in each Statement of Work and in accordance with any payment terms there set out.

6.2 The Client shall pay or reimburse to the Supplier all reasonable and properly incurred expenses in connection with the provision of the Services, subject to any agreed cap.

6.3 Save where otherwise provided in this Framework Agreement, all amounts referred to in this Framework Agreement are exclusive of value added tax (VAT) or other applicable sales tax which, where chargeable by the Supplier, shall be payable by the Client at the rate and in the manner prescribed by law.

6.4 The Supplier shall submit invoices to the Client as set out in Statement of Work.

6.5 The Client must pay all validly rendered invoices within 30 days of the end of the month of the invoice date ("**Due Date**"). The Client must pay all invoices, in full and in cleared funds, by the Due Date without deduction, set off or withholding of any kind. In the event of any good faith dispute as to the amount of an invoice, the Client shall pay the undisputed amount in full pending the resolution of such dispute

6.6 If the Client fails to make any payment to the Supplier under this Framework Agreement on the Due Date for a validly rendered invoice that is not being disputed in good faith:

- (a) the Supplier shall, without prejudice to any other right or remedy available to the Supplier, be entitled to suspend the performance or further performance of its obligations under the Framework Agreement, including the provision of the Services, without liability to the Client.

7. Facilities

- 7.1 The Client shall make available to the Supplier any items listed in any Statement of Work as their responsibility. The Supplier shall be responsible for providing all other tools and equipment which are required for the provision of the Services.
- 7.2 Where the Supplier uses any tools and/or equipment for the provision of the Services that have not been specified in the Statement of Work (other than when the requirement to use such tools would be obvious) they must obtain the prior written consent of the Client to use such tools or equipment (such consent not to be unreasonably withheld or delayed).
- 7.3 The Client shall be responsible for ensuring that the Supplier, their employees and any subcontractors are made aware of, and are provided with all documentation and training in relation to, all procedures of which it is essential that the Supplier has knowledge of to properly perform the Services. This shall include but is not limited to health and safety policies, internet and email policies, security arrangements and fire drill procedures of the Client. The Supplier shall be responsible for ensuring that their employees and subcontractors comply with all such procedures. The Supplier's employees and subcontractors shall not be required to have knowledge of, be covered by, or comply with any policies or procedures of the Client not provided in accordance with this clause 7.3.

8. Intellectual Property Rights

- 8.1 The Supplier shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Client Materials, pending full and final satisfaction of all invoices for the relevant Statement of Work submitted by the Supplier under this Framework Agreement.

Foreground IP

- 8.2 Upon full and final satisfaction of all invoices submitted by the Supplier under the relevant Statement of Work (the event of which shall be promptly notified by the Supplier to the Client in writing), the Supplier hereby assigns to the Client by way of present and future assignment all of the Foreground IP in the Deliverables for such Statement of Work.
- 8.3 Prior to the assignment of such rights in accordance with clause 8.2, the Supplier grants the Client a worldwide, exclusive, royalty-free licence to use the Foreground IP for the sole purpose of receiving and using the Deliverables as envisaged in the Statement of Work. The Client shall not sub-licence, assign or otherwise transfer the rights granted under this clause 8.3.
- 8.4 If any invoice remains unpaid for more than 60 days from its Due Date, unless it is being validly disputed, the Supplier may revoke the licence granted in clause 8.3 until such time as that invoice is paid in full.

Background IP

- 8.5 The Supplier grants the Client a non-exclusive, royalty-free, perpetual, irrevocable licence for the Client to:
- (a) use the Background IP in connection with the receipt and enjoyment of the Services and the Deliverables; and
 - (b) sub-license to any Group Company the use of the Background IP to the extent necessary for the Client's receipt of the Services.

- 8.6 Before beginning provision of any Services, the Supplier shall identify and inform the Client of any Background IP that the Supplier is likely to use in the provision of the Services. The Supplier shall also inform the Client promptly if it becomes aware that any other Background IP shall be used in providing the Services. Where such Background IP incorporates the Intellectual Property Rights of any third party, the Supplier shall procure the grant by such third party of a licence in accordance with clause 8.5.

Client Materials

- 8.7 The Client shall retain ownership of all Intellectual Property Rights in the Client Materials and grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to copy, modify, and use the Client Materials, as necessary for the purpose of providing the Services to the Client.

Inventions

- 8.8 The Supplier will disclose to the Client all inventions which the Supplier may make in performing its obligations under this Framework Agreement which are:
- (a) directly related to the Foreground IP; or
 - (b) wholly or substantially based on the Client Materials.
- 8.9 All Intellectual Property Rights in and to the inventions referred to in clause 8.8 shall vest in and be owned absolutely by the Client or, to the extent that they do not, are hereby assigned to the Client and the Supplier will act consistently with the Client's ownership of them.
- 8.10 If the Supplier discloses a patentable invention to the Client, the Supplier shall provide all reasonable assistance to the Client in connection with the preparation of documentation to file a patent application in respect of such invention. If an employee of the Supplier has developed such invention, such employee shall be named on any patent application filed by the Client under this clause in respect of such invention and compensation due to him under s.40 of the Patents Act 1977 or otherwise shall be payable to the Supplier.

General

- 8.11 The Supplier shall, at the Client's cost, execute all documents and perform all reasonable acts as may be necessary to enable the Client to obtain and/or maintain the rights granted to the Client under this clause 8.
- 8.12 Where any subcontractor or employee of the Supplier is deemed to be the first owner of any of the rights intended to be granted to the Client in connection with the provision of the Services under this clause 8, the Supplier shall procure that such subcontractor or employee transfers such rights to the Client.

Intellectual Property Indemnity

- 8.13 The Supplier:
- (a) warrants that the receipt and use of the Deliverables by the Client and its permitted sub-licensees shall not infringe the Intellectual Property Rights, of any third party;
 - (b) shall, subject to clause 10, keep the Client indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client

as a result of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt and use of the Deliverables in the form provided by the Supplier; and

- (c) shall not be in breach of the warranty at clause 8.13(a), and the Client shall have no claim under the indemnity at clause 8.13(b) to the extent the infringement arises from:
- (i) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Deliverable;
 - (ii) any modification of the Deliverable, other than by or on behalf of the Supplier;
 - (iii) the negligent use, or any use outside of the scope of the Services as stated in Statement of Work, of the Deliverables by the Client;
 - (iv) the use, or combination of, any Deliverables with material not supplied by the Supplier and which the Supplier was not aware; and/or
 - (v) compliance with the Client's specifications or instructions where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Client if it knows or suspects that compliance with such specification or instruction may result in infringement.

8.14 If the Client's use or possession, in accordance with the terms of this Framework Agreement, of the Deliverables is, or in the Supplier's reasonable opinion is likely to be, an infringement of any third party's Intellectual Property Rights, then the Supplier shall, at its sole option, and at its own cost and expense, make all reasonable efforts, as soon as reasonably possible to:

- (a) procure for the Client the continuing right to use and possess the Deliverables, in accordance with this Framework Agreement, without infringement; or
- (b) replace or modify the Deliverables with deliverables of substantially equivalent specification so as to avoid the infringement;

and provided the Supplier does so, it shall have no further liability to the Client in respect of the infringement claim.

8.15 The Client:

- (a) warrants that the receipt and use in the performance of this Framework Agreement by the Supplier, its agents, subcontractors or consultants of the Client Materials shall not infringe the Intellectual Property Rights of any third party; and
- (b) shall keep the Supplier indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Supplier as a result of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Framework Agreement of the Client Materials.

9. Indemnified claims

- 9.1 Wherever an indemnity is given in this Framework Agreement by one party (the "**Indemnifying Party**") to the other (the "**Indemnified Party**"), such indemnity shall be conditional upon:
- (a) the Indemnified Party promptly notifying the Indemnifying Party in writing of any claim which is subject to the indemnity;
 - (b) the Indemnified Party ensuring that no admission as to liability or any settlement or compromise of any such claim is made without the prior written consent of the Indemnifying Party;
 - (c) the Indemnifying Party being entitled, upon request and at its cost and expense, to assume exclusive conduct of such claim (which shall include the right to conduct any proceedings or action in relation to, negotiate the settlement of, and to conduct all discussions and dispute resolution efforts in connection with such claim, provided that no settlement of a claim which would prejudice any rights of the Indemnified Party shall be entered into without the Indemnified Party's written consent, not to be unreasonably withheld or delayed); and
 - (d) the Indemnified Party lending the Indemnifying Party all reasonable assistance in the defence of such claim and/or the negotiation of any settlement, at the Indemnifying Party's cost.
- 9.2 Notwithstanding any other provision of this Framework Agreement, any indemnity given in this Framework Agreement shall not apply to the extent that any loss or damage has been caused or contributed to by any act or omission of the Indemnified Party or its employees, agents or subcontractors, in which case the Indemnifying Party shall only bare responsibility for the proportion of the loss or damage that the Indemnifying Party, its employees, agents or subcontractors contributed to.

10. Exclusions and limitations

- 10.1 Neither party's liability:
- (a) for death or personal injury;
 - (b) for fraudulent misrepresentation or for any other fraudulent act or omission; or
 - (c) for any other liability which may not lawfully be excluded or limited;
- is excluded or limited by this Framework Agreement, even if any other term of this Framework Agreement would otherwise suggest that this might be the case.
- 10.2 Subject to clause 10.1 neither party shall be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:
- (a) loss of profit;
 - (b) loss of sales;
 - (c) loss of turnover, revenue or business;
 - (d) loss of customers or contracts;
 - (e) loss of or damage to reputation or goodwill;

- (f) loss of opportunity;
- (g) loss of anticipated savings;
- (h) loss of use of hardware, software or data;
- (i) loss or waste of management or other staff time; or
- (j) indirect, consequential or special loss;

arising out of or relating to this Framework Agreement, whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 10.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).

- 10.3 Subject to clauses 10.1 and 10.2, each party's total liability arising out of or relating to this Framework Agreement or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited, in aggregate for all claims arising during the term of this Framework Agreement, to the greater of: (a) the total of all amounts paid and amounts payable by the Client under this Framework Agreement in the 12-month period immediately preceding the most recent event giving rise to liability; and (b) £1,000,000.
- 10.4 Each party shall have a general duty to mitigate all loss or damage suffered by it (even if such loss or damage is the subject of an indemnity from the other party) and nothing in this Framework Agreement shall in any way reduce or affect such duty.

11. Insurance

The Supplier shall effect and maintain in force for the duration of this agreement, with reputable and substantial insurers, such policies of insurance as are sufficient for a business of the Supplier's type and to cover potential liability of the Supplier under this agreement.

12. Arbitration

- 12.1 Any dispute between the parties arising out of or in connection with this Framework Agreement shall be referred to a sole arbitrator (the "**Arbitrator**"). Once either party has served notice upon the other that they wish to commence arbitration, the parties shall agree the identity of the Arbitrator within 21 days. If the parties fail to agree the identity of the Arbitrator within this time, the Arbitrator shall be nominated by the President of the Law Society. Any arbitration under this clause shall be conducted in London, in accordance with the provisions of the Arbitration Act 1996 with any matters of uncertainty relating to the rules of procedure shall be determined at the absolute discretion of the Arbitrator. All costs involved with the arbitration shall be borne equally between the parties.

13. Confidentiality and data protection

- 13.1 Each party shall:
- (a) keep confidential all Confidential Information of the other party which it receives in connection with this Framework Agreement;
 - (b) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, this Framework Agreement;

- (c) not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and subcontractors on a 'need to know' basis as required for the purposes of this Framework Agreement and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 13);
- (d) comply with such security measures and procedures as the other party may reasonably require to provide for the safe custody of their Confidential Information and to prevent unauthorised access thereto or use thereof, including, without limitation, the Client's Information Security Policy attached as an Appendix to this Framework Agreement; and
- (e) promptly, upon request and, in any event, upon termination of this Framework Agreement (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so.

13.2 Either party may disclose the other's Confidential Information:

- (a) with the prior written consent of the other party; and/or
- (b) to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement and, where practicable, having given notice to the other party before such disclosure).

13.3 The Supplier shall have the right to use a summary of the Services, and the name of the Client, as a reference story for marketing and promotional purposes. For the avoidance of doubt, any such summary shall not include any Confidential Information of the Client without the prior, written consent of the Client.

- (a) Except as may be required by applicable Law and regulations, none of the Parties shall issue a press release or public announcement or otherwise make any disclosure concerning this Agreement or the transactions contemplated hereby within the first 30 days of appointment, without prior written consent of the other Parties.
- (b) After 30 days, all Parties will be entitled to issue a press release or public announcement or other disclosure and shall use commercially reasonable efforts to obtain the written approval of the other Party as to inform, nature, and extent of the press release, public announcement or other disclosure prior to issuing the press release or making the public announcement or other disclosure.

13.4 In relation to all "**personal data**" (as defined by the Data Protection Act 1998 or any other applicable or replacement legislation or regulation ("**DP Regulation**"), which also defines the terms "**processing**" and "**data controller**") provided or disclosed to the Supplier by or on behalf of the Client:

- (a) the Client shall identify it clearly as such, when this is not obvious, and disclose it to the Supplier only when reasonably necessary;
- (b) the Client acknowledges that it is the data controller of such data, and that the Supplier is only acting on the Client's behalf; and
- (c) the Supplier shall:

- (i) process such data only in accordance with the instructions of the Client; and
- (ii) comply with the Client's reasonable instructions relating to the security and confidentiality of such data, and will, in any event, keep it reasonably confidential and secure from disclosure to unauthorised third parties.

13.5 Each party shall:

- (a) where applicable, obtain and maintain all appropriate registrations and consents under the DP Regulation, in order to allow that party to perform its obligations under this agreement;
- (b) process personal data in accordance with the DP Regulation; and
- (c) use reasonable efforts to ensure that no act or omission by it, its employees, agents or contractors, results in a breach of the obligations of either party under the DP Regulation.

14. Termination

14.1 Either party may terminate any Statement of Work by giving the other written notice if:

- (a) the other commits any act of fraud or dishonesty;
- (b) the other materially breaches any term of this Framework Agreement or the relevant Statement of Work and it is not possible to remedy that breach;
- (c) the other materially breaches any term of this Framework Agreement or the relevant Statement of Work and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so;
- (d) a meeting of creditors of the other is held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) is proposed;
- (e) a chargeholder, receiver, administrative receiver or other similar person takes possession of or is appointed over, or any distress, execution or other process is levied or enforced (and not discharged within seven days) on, the whole or a material part of the assets of the other;
- (f) the other or its directors or the holder of a qualifying floating charge or any of its creditors appoints, gives notice of its or their intention to appoint, or makes an application to the court for the appointment of, an administrator;
- (g) a petition is advertised, or a resolution is passed, or an order is made, for the administration or the winding-up, bankruptcy or dissolution of the other;
- (h) the other ceases to carry on business or is deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (except that, for the purposes of this Framework Agreement, the reference to £750 in section 123(1) of that Act shall be construed as a reference to £10,000);
- (i) any of the above (or any event analogous to any of the above) happens in relation to the other in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets; or

- (j) the other is delayed in performing its obligations under this Framework Agreement under clause 16 for a period of 60 days.

14.2 In the event that any employee or contractor of the Supplier engaged to provide the Services is unable to carry out their obligations under any Statement of Work due to illness or accident and such incapacity continues for a period of more than one week, the Supplier shall provide a replacement for the employee or contractor that is reasonably acceptable to the Client for the duration of such incapacity. If no such replacement is provided, the Client shall be entitled to terminate the relevant Statement of Work within 48 hours, by giving the Supplier written notice at any time when such incapacity continues.

14.3 For the purposes of this clause 14:

- (a) a material breach means a breach (including an anticipatory breach) that has a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this Framework Agreement, or which seriously harms the legitimate interests of the terminating party; and
- (b) in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred. For the avoidance of doubt, any breach of confidentiality under clause 14 shall be considered to be incapable of being remedied.

15. Consequences of termination

15.1 Termination of any Statement of Work will not affect any accrued rights or liabilities which either party may have by the time termination takes effect.

15.2 The termination of any Statement of Work for any reason will not affect the coming into force or the continuation in force of any of the provisions of this Framework Agreement that expressly or by implication are intended to come into force or continue in force on or after the termination. Without prejudice to the foregoing, clauses 1, 5, 7, 9, 11, 13, 15 and 17 shall survive termination of this Framework Agreement.

16. Force majeure

17.1 Neither party will be liable to the other for any breach of this Framework Agreement or any Statement of Work which arises because of any Force Majeure Event (which, for the avoidance of doubt, shall not include shortage or lack of available funds), provided that the defaulting party:

- (a) notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely breach;
- (b) uses reasonable efforts to mitigate the effects of the circumstances and breach so as to minimise or avoid the breach;
- (c) uses reasonable efforts to resume performance as soon as reasonably practicable; and
- (d) could not have avoided the breach by taking steps that it ought reasonably to have taken in light of the matters known to it before the circumstances arose.

- 17.2 If a Force Majeure Event continues for 90 days or more, the other party shall have the right to terminate any Statement of Work effected by such Force Majeure Event by serving notice in writing on the other party.

17. General

- 17.1 Neither party may sub-license or assign any or all of its rights or obligations under this Framework Agreement without the prior written consent of the other, provided always that either party may assign any or all of its rights under this Framework Agreement, without the other's consent, to a Group Company, provided it notifies the other in writing if it does so. The Supplier may not sub-contract any of its obligations under this Framework Agreement or under any Statement of Work without the prior consent of the Client.
- 17.2 All notices and consents relating to this Framework Agreement (but excluding any proceedings or other documents in any legal action) must be in writing. Notices must be sent to the address of the recipient set out in this Framework Agreement, or to such address or email address as notified by the relevant party in accordance with this Framework Agreement. Notices sent to the address of the recipient shall be sent by hand or by first class recorded delivery or registered post or other form of certified or registered mail and shall be treated as having been delivered:
- (a) if sent by hand, when delivered;
 - (b) if sent by registered mail, 48 hours after posting; and
 - (c) if sent by email when the email is dispatched.
- 17.3 Unless the parties expressly agree otherwise in writing if a party:
- (a) fails to exercise or delays exercising or only exercises partially any right or remedy provided under this Framework Agreement or by law; or
 - (b) agrees not to exercise or to delay exercising any right or remedy provided under this Framework Agreement or by law;
- then that party shall not be deemed to have waived and shall not be precluded or restricted from further exercising that or any other right or remedy; and
- 17.4 If any provision of this Framework Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this Framework Agreement or this Framework Agreement as a whole. If any provision of this Framework Agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it effective and enforceable.
- 17.5 All variations to this Framework Agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 17.6 Except to the extent that this Framework Agreement expressly provides otherwise, nothing in this Framework Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is, an agent of the other or has such authority.

- 17.7** Each party confirms that all of their employees who are engaged in the performance of this Framework Agreement shall remain at all times their employees and nothing in this Framework Agreement shall render them to be employees, agents or partners of the other party. Both parties undertake that for the term of this Framework Agreement and for a period of 1 (one) year thereafter, neither party will, without the prior written consent of the other party, employ, contract independently with, attempt to solicit or entice away from the other party any personnel who at any time have been engaged in the provision of the Services.
- 17.8** Each party confirms that, in entering into and performing this Framework Agreement, it is acting on its own behalf and not for the benefit of any other person.
- 17.9** A person who is not a party to this Framework Agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. No third party's consent shall be required to rescind or vary this Framework Agreement.
- 17.10** This Framework Agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it and supersedes all previous agreements between the parties relating to such subjects. Provided always that nothing in this clause 17.10 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of this Framework Agreement. Each party acknowledges that it has not been influenced to enter this Framework Agreement by, and shall have no rights or remedies (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in this Framework Agreement.
- 17.11** This Framework Agreement and any non-contractual obligations arising out of or in relation to this Framework Agreement shall be governed by and will be interpreted in accordance with English law. Notwithstanding the provisions of clause 14, both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this Framework Agreement or its subject matter.

This Framework Agreement has been entered into on the date shown on the first page.

Signed for and on behalf of
DOOTRIX LTD by:

.....
(signature)

.....
(print name)

.....
(position)

Signed for and on behalf of
[XXX] by:

.....
(signature)

.....
(print name)

.....
(position)