

Terms & Conditions GCloud 2024

1. General

1.1 This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will in all respects be constructed and governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to resolve any such dispute.

1.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

1.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1.4 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without consent of the other party (such consent not to be unreasonably withheld or delayed).

1.5 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

1.6 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2. Scheduled Service Downtime

2.1 Neither party shall be required to provide Services outside of Business Hours on Business Days unless otherwise agreed. Activity outside of Business Hours on Business Days may

not receive an immediate response from either the Client or the Supplier as is relevant.

2.2 Any absence, such as holidays must be pre-approved in advance with the Supplier in order to meet End Customer needs.

3. Client IT

3.1 All Client IT must be adequately protected by the Supplier in accordance with the Client's instructions from time to time, including, but not limited to, the Supplier respecting and adhering to all Client IT security measures.

3.2 The Supplier shall not dispose of or use the Client IT other than in accordance with that Supplier's written instructions or authorisation.

3.3 If Client IT is lost whilst in the possession or control of the Supplier:

a) this must be reported to the Client immediately by the Supplier; and

b) the Supplier shall reimburse the Client for the reasonable costs of any repair or replacement of the Client IT, on a pro rata taking account of the age and condition of the relevant Client IT, except to the extent necessitated by a default on the part of the Client.

3.4 Upon completion of a Project, Client IT must be returned by the end of the Project. Where Client IT is still with the Supplier, this will be returned within 5 Business Days by courier at the Supplier's cost.

4. Ways of Working

4.1 The Supplier will conduct all work from a suitable location within the UK, unless the Client specifies that work is to be conducted at a certain location for a defined period of time. The Supplier is to make the Client aware if any work is to be conducted outside the UK.

4.2 A collaborative working approach is to be adopted by default making use of technologies where necessary to achieve this effect. Should there be any objection to any intended technologies

in the SoW the Supplier and Client will set out the approach agreed by the parties in the 'Specialist Equipment and Instructions' section of the relevant SoW.

4.3 Where requested, the Supplier must acknowledge their understanding of working in the remit of any Security Aspect Letter requirements.

5. Charges, Invoicing and Payment

5.1 An invoice is to be submitted by the Supplier to the Client on the last Business Day of each month. The invoice must reflect actual time worked in that month, include any travel and subsistence expenses and previously agreed expenditure on materials.

5.2 Invoices are to be paid by the Client within 30 days of receipt from the Supplier. If a party fails to pay to the other party any undisputed sum under this agreement on the due date the party in breach shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.2 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.3 Day rates for each party, as set out in Appendix A and Appendix B respectively, do not include travel and subsistence. If travel and subsistence is required, these will be charged at actual cost by the Supplier to the Client and included as a line item in the monthly invoice. Expenses other than travel expenses, and travel expenses other than at standard prices (i.e. any first class, business class, premium, peak, or similar, travel), shall not be incurred without prior written approval from the Client.

5.4 The Supplier may not exceed the agreed SoW budget without prior approval. To the extent that further work is necessary in excess of an agreed SoW budget, the parties shall discuss a SoW extension to cover such additional work.

5.5 The parties acknowledge that for some SoW it may be necessary to increase or reduce the agreed rate card, which are set out in Appendix A and Appendix B for each party. Any variance to the rate cards must be agreed in writing in advance by the parties and attached to the relevant SoW.

6. Clearances

6.1 If specialist clearances are required, for example UK Security Clearance, Developed Vetting and Enhanced Security Clearance, the Client must make this requirement explicit during the refinement phase of the Service Request Mechanism. The Supplier is expected to provide adequately cleared resource, however it may be necessary to explore the following:

1. The renewal, transfer and holding of a clearance for the duration of a Project
2. The sponsorship of a new clearance

6.2 Where the above activity is necessary, both the Client and Supplier will work to facilitate the activity, with any additional costs being incurred paid by the Supplier unless separately agreed with the Client.

7. Testimonials & Marketing

7.1 The Supplier and the Client may request a testimonial at the end of each Project.

7.2 Each party may use material such as Project testimonials and collaborate on relevant announcements which may be published on social media platforms such as LinkedIn subject always to the other party's prior written permission (such permission not to be unreasonably withheld or delayed).

7.3 Nothing in this agreement is intended to restrict either party's activities in marketing or promoting any of their respective products or services which are unrelated to this agreement.

8. Insurance

8.1 During the term of this agreement and for a period of 12 months after the expiry or termination of this agreement, each party shall maintain in force, with a reputable insurance company, professional indemnity

insurance at an amount not less than £5,000,000 and employer's liability insurance at an amount not less than £5,000,000 to cover the liabilities that may arise under or in connection with Services it is providing under this agreement and shall produce to the other party on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

8.2 Each party is responsible for ensuring their insurance covers their own employees.

9. Facility Usage

9.1 Each party may request working space in each other's office location if required for Project collaboration.

9.2 If any charges are necessary as a result of any such request, these will be communicated at the refinement stage.

9.3 Nothing in this clause 9 reduces the Supplier's obligation to provide its own IT equipment (including, but not limited to, computers, cables, peripherals, etc) as is required for the provision of the Services in accordance with this agreement, unless expressly agreed by the parties.

10. Term & Termination

10.1 This agreement shall commence on the date when it has been signed by both the parties and shall continue unless terminated in accordance with this clause 10.

10.2 This agreement or any individual SoW may be terminated by either party on giving the other not less than 6 weeks' written notice.

10.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
2. the other party commits a material breach of any

other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
6. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
7. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
8. an application is made to court, or an order is made,

- for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
9. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 10. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 11. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 12. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.3(4) to clause 10.3(11) (inclusive);
 13. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

10.4 The following non-exhaustive list provides examples of actions which are likely to be treated as a material breach of this agreement:

- failure to abide by health and safety regulations at the other party's, or an End Customer's premises;
- theft, fraud or deliberate falsification of records, accounts, expense claims or self-certification forms;
- severe misuse of electronic business applications;
- breach of confidentiality obligations;
- dishonesty;

- unauthorised use of the other party's, or an End Customer's, property;
- pilferage;
- being under the influence of alcohol or other non-prescribed drugs or substances at any time while working on a Project;
- flagrant disobedience of reasonable orders from the other party;
- causing actual or threatening physical harm;
- sexual or racial abuse or violent or intimidatory conduct;
- abuse or harassment on the grounds of a person's disability;
- harassment and causing damage to the other party's, or an End Customer's property.

10.5 On termination or expiry of this agreement:

(a) a Supplier shall:

- (i) promptly submit an invoice in respect of Services which it has supplied but for which no invoice has been submitted, which invoice shall be payable immediately;
- (ii) promptly return all Client Materials and Client IT to the Client;
- (iii) promptly on request deliver to the Client all Deliverables produced for that Client, whether or not then complete; and
- (iv) if so requested by the Client, provide all assistance that the Client reasonably requires to facilitate the transfer of the Services that the Supplier has agreed to provide to that Client either to the Client itself or to any replacement supplier appointed by the Client.

(b) a Client shall immediately pay the Supplier's outstanding invoices and interest in respect of the Services provided by that Supplier; and

(c) each party shall promptly:

(i) return to the other party all documents and materials (and any copies) containing the other party's confidential information;

(ii) erase all the other party's confidential information from its computer systems (to the extent possible); and

(iii) on request, certify in writing to the other party that it has complied with the requirements of this clause.

11. Data Protection

11.1 In this clause 11 the following terms shall have the following meanings:

a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** means as defined in the Data Protection Legislation.

b) **Data Protection Legislation:**

i) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

ii) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Client or Supplier is subject, which relates to the protection of personal data.

c) **Domestic Law:** means the law of the United Kingdom or a part of the United Kingdom.

d) **EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679).

e) **EU Law:** means the law of the European Union or any member state of the European Union.

f) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

11.2 Both parties will comply with all applicable requirements of the Data

Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to each Project, the Client is the Controller and the Supplier is the Processor.

11.4 Without prejudice to the generality of clause 11.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Client for the duration and purposes of this agreement.

11.5 Without prejudice to the generality of clause 11.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that Personal Data only on the documented written instructions of the Client unless the Supplier is required by Domestic Law or EU Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law or EU Law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits the Supplier from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures 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, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and

services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(e) assist the Client, at the Client's cost, 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 or regulators;

(f) notify the Client without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Domestic Law or EU Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this

clause 11 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

11.6 The Client may consent to the Supplier appointing third-party processors of Personal Data under this agreement subject to its prior written consent and provided always that the Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.6.

11.7 All Client and Supplier data must be removed from each party's IT immediately on Project completion. Data held on the cloud must also be deleted, however the parties acknowledge and accept that the retention policies of cloud providers may vary.

12. Communication & Reporting

12.1 The Supplier and Client will agree communication and reporting mechanisms to monitor Project progress. Reports detailing progress and highlighting any issues and risks will be provided in line with the requirements of the SoW.

13. Project Completion

13.1 The Project is deemed complete when each Deliverable identified in the SoW has been signed off by the Client. In the event that sign off cannot be achieved inside the indicative timeline, the Client can choose to extend the SoW or allow the SoW to complete.

14. Intellectual Property

14.1 Each party and their respective licensors shall retain ownership of their Background IPRs.

14.2 The Supplier grants the Client, or shall procure the direct grant to the Client, a fully paid-up, worldwide, non-exclusive, royalty-free licence during

the term of the relevant Project to copy and modify the Supplier's Background IPRs for the purpose of receiving and using the Services and the Deliverables as described in this agreement.

14.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 14.2 without the Supplier's prior written authority.

14.4 The Supplier assigns to the Client, with full title guarantee and free from all third party rights, the Created IPRs, together with the right to sue for and recover damages or other relief in respect of infringement of the Created IPRs.

14.5 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Created IPRs and the Client's Background IPRs for the term of the relevant Project for the purpose of providing the Services to the Customer Party in accordance with this agreement.

14.6 The Supplier shall, promptly at the Client's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as the Client may from time to time require for the purpose of securing for the Client the full benefit of this agreement, including all rights, title and interest in and to the Created IPRs.

14.7 The Supplier shall obtain waivers of any moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provision in any jurisdiction. Such waivers shall be in favour of the Client and its licensees, sub-licensees, assignees and successors in title to the Deliverables.

14.8 The Supplier warrants that the receipt, use and onward supply of the Services by the Client and its licensees and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.

14.9 The Supplier shall not be in breach of the warranty at clause 14.8 to the extent the infringement arises from:

(a) any modification of the Deliverables, Supplier's Background

IPRs, Created IPRs or Services, other than by or on behalf of the Supplier; or

(b) 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.

16. Recording Time

16.1 All time spent by the Supplier working on a Project is to be recorded in a suitable timesheet mechanism. The Supplier shall produce timesheets relating to any Project upon request by the Client.

17. Suitably Qualified and Experienced Personnel and right to replace

17.1 The Supplier must provide suitably qualified, experienced personnel and produce Curriculum Vitae for each consultant if requested by the Client.

17.2 The Supplier may appoint a suitably qualified and skilled replacement to perform the Services instead of the Supplier provided that the Supplier shall procure that the replacement shall comply with all obligations on the Supplier under this agreement, including with regard to confidentiality. The Supplier shall continue to invoice the Client in accordance with clause 5 and shall be responsible for the remuneration of the replacement. The Supplier shall remain fully liable for all acts or omissions of any replacement appointed by it pursuant to this clause 17.

18. Supplier's obligations

18.1 A Supplier shall:

(a) perform the Services with reasonable care, skill and diligence;

(b) ensure that the Services and Deliverables it provides will conform in all material respects with their specification set out in relevant SoW and that the Deliverables it provides shall be fit for any purpose expressly made known to that Supplier by the Client;

(c) ensure that the Deliverables are free from material defects in workmanship, installation and design;

(d) provide the Client with all necessary co-operation in all matters relating to the Services it is providing, and comply with the Client's reasonable instructions as to the performance of the Services;

(e) not do or omit to do anything that may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

(f) obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to perform the Services in accordance with this agreement; and

(g) notify the Client in writing immediately on the occurrence of a change of Control of the Supplier.

19. Client's obligations

19.1 A Client shall:

(a) provide the Supplier with all necessary co-operation in all matters relating to the Services which that Supplier is providing and provide it with such information and assistance as that Supplier shall reasonably require to enable it to provide the Services in accordance with this agreement;

(b) provide for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to its premises, office accommodation, data and facilities as reasonably required by that Supplier to enable it to perform the Services in accordance with this agreement;

(c) provide all Client Materials to the Supplier in a timely manner;

(d) inform the Supplier in writing of all health and safety and security requirements that apply at each of that Client's relevant premises;

(e) obtain and maintain all necessary licences, permissions, authorisations, consents and permits and comply with all relevant legislation as required to enable the Supplier to provide the Services in accordance with this agreement.

19.2 A Supplier shall have no liability for any delay in providing the Services or for failing to provide the Services where such failure or delay results from:

(a) an act or omission of the Client, its agents, subcontractors, consultants or employees, or an End Customer; and

(b) the Client's failure to comply with the terms of this agreement.

20. Warranties

20.1 Each party warrants that:

(a) it has full capacity and authority to enter into and to perform this agreement;

(b) this agreement is executed by a duly authorised representative of that party;

(c) there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this agreement; and

(d) once duly executed, this agreement will constitute legal, valid and binding obligations.

21. Compliance with laws

21.1 Each party shall at its own expense comply with all Applicable Laws relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

22. Non-solicitation and employment

22.1 Neither party shall, without the prior written consent of the other party, at any time from the date of this agreement to the expiry of 12 months after the termination of this agreement, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the provision of any of the Services.

23. Limitation of liability

23.1 The extent of the parties' liability under or in connection with this agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 23.

23.2 Subject to clause 23.6, each party's total liability to the other for loss arising from other party's failure to comply with its data protection obligations under clause 11 (Data Protection) shall not exceed £1,000,000.

23.3 Subject to clause 23.6 and without prejudice to clause 23.2, each party's total liability to the other in respect of each SoW shall not exceed 200% of the sums paid or payable to the Supplier under the relevant SoW.

23.4 Subject to clause 23.6, neither party shall be liable for any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of use of data;
- (d) loss of use;
- (e) loss of production;
- (f) loss of contract;
- (g) loss of commercial opportunity;
- (h) loss of savings, discount or rebate (whether actual or anticipated);
- (i) harm to reputation or loss of goodwill;
- (j) loss of business;
- (k) wasted expenditure; and
- (l) any consequential, indirect or special loss.

23.5 Except as expressly stated in this agreement, and subject to clause 23.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

23.6 Notwithstanding any other provision of this agreement, the liability of the parties shall not be limited in any way in respect of the following:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) any other losses which cannot be excluded or limited by applicable law;

(d) any losses caused by wilful misconduct.

24. Confidentiality

24.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any confidential information, except as permitted by clause 24.2.

24.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 24; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

24.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

25. Force majeure

25.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;

(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and

(h) interruption or failure of utility service.

25.2 Provided it has complied with clause 25.4, if a party is prevented, hindered or delayed in or from

performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

25.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.


25.4 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing

of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

25.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 14 days' written notice to the Affected Party.

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Jack F Marley
CEO & Founder - P3M Works

X

Person
Title and Company

Appendix E – Definitions

Applicable Laws all applicable laws, statutes and regulations from time to time in force.

Background IPRs all Intellectual Property Rights that are owned by or licensed to a party and which are or have been developed by that party independently of this agreement in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable a Client or End Customer to receive and use the Services.

Business Day a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. A Business Day shall consist of a minimum of 7.5 working hours.

Business Hours means the period from 9.00 am to 5.30 pm on any Business Day.

Client means a party to this agreement when it receives Services from the other party.

Client IT means any equipment, including tools, systems, cabling or facilities, provided by the Client to the Supplier, to be used directly or indirectly in the performance of the Services for an End Customer.

Client Materials means all documents, information, items and materials, in any form, which are provided by a Client, whether owned by that Client or a third party, to a Supplier, to enable that Supplier to provide the Services.

Control means the meaning given in section 1124 of the Corporation Tax Act 2010, and controls, controlled and the expression change of Control shall be construed accordingly.

Created IPRs means all Intellectual Property Rights generated under a SoW, including in the relevant Deliverables, but excluded all Background IPRs.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Deliverables means any outputs of the Services to be provided by the Supplier to the Client as specified in a SoW and any other documents, products and materials provided by the Supplier to the Client in relation to the Services (excluding the Supplier's equipment).

End Customer means any third-party recipient of the Services as agreed by the parties.

Force Majeure Event means as defined in clause 25.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Project means the entirety Services to be provided by the Supplier to the Client, or an End Customer (if relevant), under a SoW.

Security Aspect Letter means the set of security parameters that the Supplier must abide by in order to remain compliant with the End Customer.

Service Request Mechanism means the mechanism by which parties may request and agree the provision of Services by one party to another (or to an End Customer) as described in Part 4 and Appendix D of this agreement.

Services means the services that each party may provide to the other as respectively set out in Part 3 of this agreement, including services which are incidental or ancillary to such services, or any of them as the context so requires.

Statement of Work/SoW means the detailed plan, agreed in accordance with this agreement, describing the Services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in Appendix C.

Supplier means a party to this agreement when it provides Services to the other party.

Terms & Conditions means the terms and conditions set out in Part 5 of this agreement which apply to all SoWs entered into under this agreement.