Terms & Conditions

G-Cloud 14

LOWCODEMINDS TERMS & CONDITIONS – G-CLOUD 14

This Software Development Services Agreement (the "Agreement") is effective on the Effective Date,

BETWEEN: <mark>**\<CUSTOMER NAME>**</mark> (the "Customer")

Lowcodeminds Limited (the "Company"), a company incorporated in England and Wales, company registered number 12724501 whose registered office is at: 10 Canonsfield Road, Welwyn, AL6 0QH

1. TERMS AND CONDITIONS

1.1 Definitions

As used in this Agreement:

"Affiliate" means, in respect of Customer any of the House of Brands and in respect of Company, any entity which controls, is controlled by or is under common control with Company including any parent or subsidiary undertaking as defined in section 1162 Companies Act 2006; (d) any company, firm, office or person in which any of those specified in paragraphs (a), (b) or (c) of this definition has a participating interest as it was defined in section 260 Companies Act 1985 or with which any of those specified in paragraphs (a), (b) or (c) has entered into a contractual joint venture; and (e) any other company, firm, office or person that at any time falls within paragraphs (a) to (d) (inclusive) of this definition from the time when such control or participating interest (as the case may be) may cease and for so long as it continues to use the systems of and/or to operate from one or more premises owned, leased or occupied by any other such company, firm, office or person. For the purposes of this definition questions of "control" will be determined by reference to section 840 Income and Corporation Taxes Act 1988 or, where the entity concerned is neither a company nor a partnership for the purpose of that section, by reference to the principles in that section. References to companies, firms, offices and persons include assignees and transferees.

"Confidential Information" means the terms of this Agreement and any information which relates to the provision of Services to, or their use by, the Customer and/or its Affiliates, the Data, the Customer's policies, Deliverables and all other information, in any form, which has been disclosed or made available by or on behalf of any of the parties or Affiliates in confidence, or which by its nature ought to be regarded as confidential;

"Customer Group" means Customer and any Affiliate of Customer from time to time and at any time.

"Customer Responsibilities" the obligations of Customer expressly and exhaustively set out in a Statement of Work.

"Materials" any Deliverables, Confidential Information, data, information or other content provided by or on behalf of Customer or any of its Affiliates to Company.

"Customer Personal Data" any personal data which the Company processes in connection with this agreement, in the capacity of a processor on behalf of the Customer and/or any Customer

"Company Intellectual Property" means all Intellectual Property (i) owned or controlled by the Company at the Effective Date and/or (ii) created by the Company independently of the performance of its obligations under this Agreement and/or any SOW.

"Effective Date" means <DATE>;

"Intellectual Property" means rights in patents (including utility models), designs (whether or not capable of registration), semi-conductor topography rights, copyright, moral rights, database rights, trademarks, service marks, trade and business names, domain names, logos and devices, inventions, rights to sue for passing off, rights in the nature of unfair competition rights, trade secret, confidentiality, goodwill and other proprietary rights including rights to know-how and other technical information including those subsisting in computer software, computer programs and websites, applications to register any of the foregoing, rights to take action for past infringements in respect of any of the foregoing, and all rights in the nature of any of the foregoing anywhere in the world

"Provider" means a party to this Agreement (and/or its Affiliates) which discloses or makes available directly or indirectly Confidential Information

"Recipient" means a party to this Agreement (and/or its Affiliates) which receives or obtains directly or indirectly Confidential Information;

"Data" means representations of information or of concepts that are being prepared or have been prepared in a form suitable for use in a computer system.

"Deliverable" means the output of those Services to be provided to Customer by Company under this Agreement and all designs, images, wording, brands, logos, names, documents, data, drawings, typography, plans, photographs, specifications, articles, notes, sketches, reports, tools, scripts, mock-ups, presentations, hardware, software and other items arising from or created, produced or developed in the course of the Services to be provided hereunder.

"Detailed Project Plan" means each Initial Project Plan, updated from time to time by written agreement between the parties, setting out a detailed timetable and schedule for the performance of the Company's obligations under any SOW.

"Appian Software" means Appian's baseline business process automation software platform (including all updates and enhancements to the same), any Solutions, and the RPA Software all to the extent provided by Appian through the Company and as made available to the customer over the Internet or for installation on Authorized Servers, as applicable.

"Initial Project Plan" means a high-level plan and timetable for delivery of the Services under any SOW, as set out in that SOW.

"SOW" means the statement of work describing the Services to be provided by Company to the Customer in the form set out in Exhibit B.

"Customer Rates" means the rates for Services agreed between the parties in any SOW.

"Effective Date" means the date this Agreement is duly executed by both parties.

"Services" means the performance of professional services that include but are not limited to system analysis, program development, personnel training, documentation writing and general business consulting to be provided by Company to Customer hereunder and/or any SOW and includes any services the subject of the SOW effective on or about the Effective Date between the parties and all change requests agreed by the parties between the date of the SOW and the Effective Date.

2. **ENGAGEMENT**

a) Subject to the terms and conditions of the Agreement, one Party ("Company") shall provide the other Party ("Customer") with certain Services as may be mutually agreed in Statements of Work ("SOW").

b) The parties agree that the Customer or any Affiliate may request from time to time, by written notification to the Company, that it wishes the Company to provide Services to it and/or other members of the Customer Group. Upon receipt of a request for Services from the Customer, the Company may (a) where it wishes to make a proposal to the Customer to provide the requested Services, prepare and deliver to the Customer a draft SOW, including: (i) its proposed Charges for the Services, (ii) the information required to complete the Statement of Work Template attached as Schedule 1, and (iii) any other details which the Customer has requested the Company to complete when submitting the request for Service or (b) communicate to the Customer that it will not offer the Services requested.

c) Upon Customer's receipt of the draft SOW, the parties will meet to discuss and agree, soon as practicable, the scope, cost, timetable and additional governing terms for the Services set out in the SOW. Each party shall bear its own costs incurred in connection with agreeing and executing any SOW.

d) Following agreement between the parties on the Services and the terms of the SOW, the parties shall execute the SOW.

e) Each SOW executed by the parties shall incorporate the terms of this Agreement by reference.

f) Neither Party shall be under an obligation to agree to purchase or provide any Services unless and until the relevant SOW has been executed by the Parties.

g) Unless otherwise agreed by the Parties in any SOW, this Agreement is entered into by the Customer for the benefit of the Customer and its House of Brands. Accordingly, unless the context otherwise expressly dictates, references to: (a) the Services being provided to, or other activities being provided for, the Customer; (b) any benefits, warranties, indemnities and rights granted or provided to the Customer; (c) any licence being granted to Customer; and (d) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the Customer, shall in each case be deemed to be references to such activities, benefits, warranties, indemnities and rights being provided to, a license being granted to, or property belonging to the Customer and each member of its House of Brands. Obligations of the Customer shall not be interpreted as obligations of any member of the House of Brands.

h) The Parties agree that the Customer or any Affiliate may request from time to time, by written notification to the Company, that it wishes the Company to provide Services to it and/or other members of the Customer Group. The provision of such Services is subject to the terms of this Agreement and any applicable SOW.

2B SUPPLIER'S OBLIGATIONS. The Company shall:

(a) provide the Services and the Deliverables in accordance with each SOW, the Customer's instructions and all applicable laws and regulations;

(b) ensure that the Services and Deliverables will: (i) be delivered by any date specified by Customer, (ii) conform in all respects with the requirements of each SOW and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Company by Customer;

(c) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Company's industry, profession or trade and use best endeavors to promote Customer and its products and services when providing the Services and act conscientiously and in good faith and not to

allow its interests to conflict with the duties that it owes to Customer under this agreement and any applicable laws;

(d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

(e) co-operate with Customer in all matters relating to the Services, and comply with Customer's instructions in relation to the Services and the use of Customer's name and branding;

(f) before the date on which the Services are to start, obtain and at all times, maintain during the term of this agreement, all necessary licences and consents and comply with all applicable laws and regulations;

(g) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Customer's premises from time to time and that have been communicated to it in writing. Customer reserves the right to refuse any of the Company's personnel involved in the provision of the Services access to Customer's premises, which shall only be given to the extent necessary for the performance of the Services;

(h) hold all Materials in safe custody at its own risk and maintain Customer Materials in good condition until returned to Customer, and not dispose of or use Customer Materials other than in accordance with Customer's written instructions or authorisations;

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

(k) conduct its business in a manner that reflects favorably at all times on Customer and the good name, goodwill and reputation of these companies and not enter into any contract or engage in any practice that is or may be detrimental to the interests of these companies and avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the Customer or their products or services or the public and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to these companies and the Services;

(l) not do or omit to do anything within the reasonable knowledge of the Company which may directly or indirectly (i) cause Customer to be in breach of any of its agreements with its customers, (ii) create or escalate a dispute between Customer and any of its customers or (iii) result in any admissions of breach or fault or liability on behalf of Customer. Supplier shall comply with Customer's written instructions for communicating with customers and potential customers; and

(m) notify Customer in writing immediately upon the occurrence of a change of control of the Company.

2C Policies and Procedures. The Company shall:

(a) comply with Customer's communicated policies and procedures applicable to the access to, and use of, Customer's software and systems and any of Customer's customers policies and procedures where notified to the Company;

(b) ensure that it promptly complies with any minimum hardware configuration requirements reasonably specified by Customer for the purposes of providing the Services;

(c) ensure that the Customer information and Materials are kept secure and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Materials to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Materials;

(d) not: (i) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar

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computer code designed to adversely affect the operation of any computer software or hardware; (ii) reproduce, duplicate, copy or re-sell any part of Customer's software, services or systems, (iii) access without authority, interfere with, damage or disrupt any part of Customer's software, services or systems or a customer's software, services or systems; any equipment or network on which software, services and/or systems are stored; any software used in the provision of our products and services to customers; or any equipment or network or software owned or used by any third party; (iv) (and shall not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to Customer's software, services and/or systems in whole or in part except to the extent that any reduction of the Software to human readable form; and/or (v) introduce into any development environment any customer data without the prior written consent of Customer and that customer;

(e) not share any log-in or access details with any third party or grant any third party any right of access to the Materials or any of Customer's software, services or systems; and

(f) promptly notify Customer in writing of any changes in personnel used to provide the Services to enable Customer to take appropriate action regarding access to the Materials, and/or Customer's software, services or systems.

2D Project Plan.

    a) The Initial Project Plan for each SOW shall be set out in each SOW. Each Detailed Project Plan will, on as agreed between the parties in writing, replace the Initial Project Plan.

2E Changes to the Services. Any request to change or modify the Services shall be addressed pursuant to the Change Control Procedure set out in Appendix 2 to this Agreement.

3. COMPENSATION

    a) SOW. Customer shall pay the Company the amounts specified as per the payment terms in the SOW.

    b) Customer shall pay the Company the fees (including the Customer Rates) specified in any SOW. The Company's rates as at the Effective Date are specified in Exhibit A, for information purposes only. .

    c) Customer shall reimburse Company for reasonable out-of-pocket expenses incurred in connection with the performance of the Services where expressly agreed by Customer in writing in advance. Total expenses for the duration of this agreement are not to exceed the agreed amount in the SOW without prior written consent of Customer.

    d) Customer is not required to pay any fees, costs or expenses of the Company for services not expressly and specifically defined in a SOW signed by Customer and any services provided or work performed without a validly signed SOW shall be at Supplier's risk, cost and expense.

4. ACCESS AND COOPERATION

The Customer shall provide the Company personnel access to their facilities, and all relevant data, approvals, assistance and cooperation reasonably required by Company to perform the Services.

5. STAFFING

Company warrants that Company has the appropriate abilities and skills to complete the Services and that its professional abilities conform to generally accepted industry standards.

Company will use reasonable efforts to maintain staff continuity throughout the Services. They may not replace any employee assigned to the Services without prior notice to the Customer. The new employee shall be competent and have the appropriate skills and abilities to complete the Services in accordance with the agreed Statement of Work.

6. **APPROVAL OF WORK**

   a) Customer and Company shall agree in writing upon a schedule for the completion of the Services and shall include the schedule as the Initial Project Plan and/or a Detailed Project Plan in each SOW. From the date of signature of this Agreement Company shall, every week, send Customer a detailed statement summarizing the work performed to date in connection with the Services, the work remaining to complete the Services, the fees for the Services performed, any costs and expenses incurred by Company, and any other information reasonably requested by Customer.

   b) Customer reserves the right to refuse any work not in accordance with the agreed Statement of Work and/or where the Deliverables have failed any Acceptance Testing set out in Appendix 1 and Company will make the necessary corrections at their own expense and Customer may withhold payment on the invoice on providing the Company written notice of the reasons for withholding payment within 30 days of receipt of the invoice.

   c) In addition to paragraphs (a) and (b) above, the Company shall submit all plans and/or Deliverables on which it is currently working, whether complete or at an earlier stage of development, to the Customer for the Customer's approval or comment under the Acceptance Testing Procedure set out in Appendix 1 to this Agreement.

   d) The Company shall ensure that (a) the Services maintain the accuracy, integrity and confidentiality of the Data and Materials and (b) it shall not enable the Services to operate in any way to compromise the integrity of, copy, corrupt, damage, exploit, or otherwise use the Customer's Data and Materials except as specifically and expressly set out in this Agreement.

7. **PAYMENTS**

   a) Unless otherwise expressly agreed in a SOW, Company shall invoice Customer monthly in arrears for all work performed in connection with the Services.

   b) Company shall invoice Customer monthly in arrears for all out-of-pocket expenses incurred in connection with the Services. Proof of expenses for the particular expense shall accompany all invoices for out-of-pocket expenses.

   c) Subject to Customer's approval of the work accomplished and the invoice, pursuant to Sections 6 and 7(b) hereof, payment from Customer shall be due within 30 days of date of invoice. Such Customer approval not to be unreasonably withheld.

   d) All payments, fees and other charges payable under the SOW are exclusive of any taxes, levies and assessments.

   e) Customer shall pay interest charges of 1% percent per year.

8. **CONFIDENTIAL INFORMATION, DATA PROTECTION AND OTHER COMPLIANCE COMMITMENTS**

   a) Confidentiality and Disclosure.

      1. In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall: (i) keep the Confidential

Information secret and confidential; (ii) not use or exploit the Confidential Information in any way, except for or in connection with the performance of its obligations or exercise of its rights under this Agreement; (iii) comply with Data Protection Law; and (iv) only make disclosure of the Confidential Information in accordance with the terms of this Agreement. Any other disclosure can only be made with the Provider's prior written consent.

2. Each party may disclose the Confidential Information to any of its officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose, provided that prior to doing so it procures in writing that each such person to whom the Confidential Information is disclosed to complies with the obligations set out in this Agreement as if they were the Recipient.

3. Each party may disclose the Confidential Information to the minimum extent required by: (i) any order of any court of competent jurisdiction or any competent judicial or regulatory body; (ii) the rules of any listing authority or stock exchange on which its shares are listed; or (iii) the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the Confidential Information disclosed).

b) Return of the Confidential Information. If requested by the Provider at any time, the Recipient shall immediately destroy or return to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable). This clause shall not apply to any Confidential Information that the Recipient is required to retain by law or any competent regulatory authority. The Provider may request the Recipient to certify in writing that it has complied with its obligations in paragraph 2.1.

c) Data Processing

1. In this clause, "process", "data controller", "data processor", "data subject(s)", "personal data" and "subject access request" shall have the meaning given in the Data Protection Law.

2. The Customer shall comply with its obligations as a data controller under Data Protection Law.

3. The Customer hereby appoints the Company as data processor in relation to personal data which the Company receives under or in connection with the performance of this Agreement.

4. The details of the personal data for the purposes of this Agreement include:-

Subject Matter: The subject matter of the data processing is the personal data for which we are the data controller.

Duration: The duration of the data processing is until the termination of any agreement for services as is in force (or may be in force) in accordance with its terms.

Purpose: The purpose of the data processing is the provision of the services to the Customer and the performance of the Company's obligations under this Agreement or as otherwise agreed by the Parties.

Nature of the processing: The Company provides consultancy, design, delivery and support for the Appian Case Management System.

Categories of data subjects: The Customer's members, employees, consultants, clients, contacts, suppliers, and information obtained regarding individuals in the usual course of the Customer's business.

Types of personal data: names, addresses, contact details.

5. In processing personal data pursuant to this Agreement and/or any agreement between the parties, the Company shall: (i) promptly comply with any request requiring the Company to amend, transfer or delete the personal data, subject always to the applicable fees under any existing or new contractual relationship between the parties; (ii) act only on documented instructions from the Customer; (iii) unless otherwise requested by the Customer, process personal data only to the extent, and in such manner, as is necessary for the provision of the Services; (iv) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of unauthorised or unlawful processing of personal data and against accidental loss, alteration, disclosure or destruction of, or access or damage to, personal data; (v) from time to time, comply with any reasonable request made by the Customer to ensure compliance with the measures mentioned in this Agreement or any SOW; (vi) take the appropriate technical and organizational measures referred to above, having regard to the state of the art, the costs of implementing the measures as well as the risk for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the: (a) harm that may result from unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and (b) nature of personal data to be protected; (vii) limit access to the personal data to: (a) Supplier Personnel who need access to the personal data to meet the Company's obligations under this Agreement; and (b) in the case of any access by any Supplier Personnel, such part or parts of the personal data as is strictly necessary for performance of that Supplier Personnel's duties; (viii) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel and the Company's sub-contractors who have access to the personal data; (ix) ensure that all Supplier Personnel and the personnel of the Company's sub-contractors involved in the processing of personal data have undergone adequate training in the care, protection and handling of personal data; (x) ensure that all Supplier Personnel involved in processing personal data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality; (xi) not cause or permit personal data to be transferred outside the EEA without the Customer's prior written consent, unless required to do so by law to which the processor is subject; (xii) comply with all relevant provisions of Data Protection Law; (xiii) notify the Customer without undue delay on becoming aware of a Personal Data breach; (xiv) carry out data security testing: (a) not less than annually; and (b) within 3 Working Days of any actual or suspected personal data breach. The Company shall provide the results of such testing within one month.

6. Without prejudice to its obligations under this Clause 8, the Company shall only access and process Data solely on / from *via* the Customer's systems and in accordance with the Customer's instructions, policies and procedures communicated in writing and the Company undertakes that Data will not be accessed, copied, moved, processed or otherwise manipulated outside of the Customer's systems other than the https upload to Appian / the Lowcodeminds solution, enabled and controlled by the Customer.

7. The Company shall permit the Customer, its authorised representatives, its clients or any supervisory authority to inspect and audit the Company's and its sub-contractors' facilities, equipment, documents and data relating to its data processing activities in relation to this Agreement and shall comply with all reasonable requests or directions by the Customer to enable us to verify and/or procure that the Company and/or its sub-contractors are in full compliance with its obligations under this Agreement. Any inspection and/or audit shall be conducted on no less than 5 days' notice to Company,

unless the inspection and/or audit is requested by a regulator with jurisdiction over the Customer and/or any of its Affiliates. The Customer shall use reasonable endeavors to ensure that no direct competitor of the Company is granted authority to audit and/or inspect the Company, except that this obligation shall not apply where the inspection and/or audit is requested by a regulator.

8. The Company shall maintain a record of data processing activities carried out by it.

9. Where the Company has suffered a personal data breach relating to any data supplied by the Customer, the Company shall reimburse the Customer any reasonable costs incurred by the Customer in dealing with the same.

10. If the Company receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or to either party's compliance with the Data Protection Laws, it shall notify the Customer within 24 hours and it shall provide the Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

d) Data Subject Access Requests

1. The Company shall notify the Customer of a subject access request within 3 Working Days.

2. The Company shall provide, at no additional charge to the Customer, such assistance as we may reasonably require in order for us to deal with any subject access requests under Data Protection Law.

3. The Company shall not disclose the personal data to any data subject or to a third party other than: (i) at the request of the Customer; (ii) as provided for in this Agreement; or (iii) as required to be disclosed by law (including, without limitation, pursuant to the order of any court or tribunal of competent jurisdiction).

e) Data Protection Impact Assessments. The Company shall provide at no additional charge to the Customer, reasonably requested information regarding the services to enable the Customer to carry out data protection impact assessments.

f) Data Access, Loss, Corruption and Recovery. The Company shall: (1) ensure that any Data, Confidential Information or personal data owned or controlled by the Customer and/or any of its Affiliates shall be accessed solely via the Customer's IT systems, using methods approved in writing in advance by the Customer and in accordance with the Customer's instructions; (2) not download, copy or otherwise record any Data, Confidential Information or personal data owned or controlled by the Customer and/or any of its Affiliates outside of the Customer's IT systems; (3) ensure that the Appian Software, the Software and/or the Services are configured to ensure that any data loss or corruption affecting any Data, Confidential Information or personal data owned or controlled by the Customer and/or any of its Affiliates is fully recoverable and/or restored from back-up within the following time periods [XX]; and (4) indemnify the Customer and/or its Affiliates and on demand pay to the Customer all costs, expenses, losses and liabilities arising out of or in connection with any loss of or damage to (attributable to corruption, data breach, or other method of compromise of, or damage to data), any Data, Confidential Information or personal data owned or controlled by the Customer and/or any of its Affiliates.

g) Anti-Bribery. The Company shall comply with applicable Bribery Laws (and all Customer policies or any specific anti bribery policy or procedure referred to) relating to prevention of bribery and corruption (as updated from time to time) and the Company shall ensure that: (i) all of the Company's personnel; (ii) all of the Company's subcontractors; and (iii) all others associated with

the Company involved in performing services for or on behalf or otherwise involved with this Agreement so comply.

h) Anti-Slavery & Human Trafficking Policy. Our anti-slavery and human trafficking policy can be viewed at our website.

i) Compliance with laws and policies. The Company shall and shall ensure that each of the Company's subcontractors shall: (i) comply with all applicable laws, statutes and regulations from time to time in force (including, but not limited to, the Modern Slavery Act 2015); (ii) comply with the Customer's Anti-Slavery & Human Trafficking Policy or have and maintain throughout the term of this Agreement policies and procedures to ensure its compliance; (iii) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 and if such activity, practice or conduct were carried out in the UK.

j) Due Diligence. The Company shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

k) Restrictive undertaking. The Company undertakes not to purchase any products, raw materials or other resources that have been sourced from producers or manufacturers using forced labour in its operations or practices.

l) Subcontracting. The Company shall not subcontract its obligations under this Agreement without the prior written consent of the Customer. Every act or omission of any such subcontractor shall for the purposes of this Agreement be deemed to be the act or omission of the Company. The Company shall provide us with any information that we may reasonably require about any proposed subcontractor. If the Company subcontracts any of its obligations under this Agreement it shall implement an appropriate system of due diligence, audit and training designed to ensure subcontractor compliance with the Anti-Slavery and Human Trafficking Policy.

m) Reports. The Company shall notify us as soon as it becomes aware of: (i) any breach, or potential breach, of the Anti-Slavery & Human Trafficking Policy; or (ii) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

n) Record keeping and audits. The Company shall: (i) maintain a complete set of records to trace the supply chain of all goods and/or services (as applicable) provided to us in connection with this Agreement and any other agreement with us; (ii) permit the Customer, and the Customers third party representatives, on reasonable notice during normal business hours, to have access to and take copies of records and any other information in the Company's possession and/or control and to meet with any personnel to audit the Company's compliance with its obligations under this clause. Any inspection and/or audit shall be conducted on no less than 5 days' notice to Company, unless the inspection and/or audit is requested by a regulator with jurisdiction over the Customer and/or any of its Affiliates. The Customer shall use reasonable endeavors to ensure that no direct competitor of the Company is granted authority to audit and/or inspect the Company, except that this obligation shall not apply where the inspection and/or audit is requested by a regulator.

o) Training. The Company shall implement a system of training for employees, suppliers and subcontractors to ensure compliance with all applicable laws, statutes and regulations concerning Anti-Slavery & Human Trafficking. The Company shall keep a record of all training offered and completed by the Company's employees, suppliers and subcontractors to ensure compliance with the above and shall make a copy of the record available to us on request.

9. TERM

The term of this Agreement shall commence on the Effective Date, and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of this Agreement, shall remain in effect for a period of thirty-six months, except that the terms of this Agreement shall continue to apply to any SOW in effect as at the effective date of any termination until the SOW expires, is terminated, or the parties' respective obligations under it have been fully performed. If the Customer desires to extend the Agreement the parties shall, by mutual agreement, extend the agreement for successive terms of 12-month periods.

Customer may terminate this Agreement and/or any SOW at any time on no less than sixty (60) days prior written notice to the Company and the Company may terminate this Agreement at any time on no less than six (6) months prior written notice to Customer.

10. TERMINATION

Customer may, at its sole discretion terminate this Agreement upon 90 day's notice to the Company. In the event of any early termination Company shall invoice Customer in accordance with the Agreement for all work performed up to the effective date of termination (substantiated by reasonable detail of work performed and the period for which compensation is sought), net of any milestones that have been invoiced and paid, at the Company's daily rates, and upon payment in full of such invoice Company return to Customer all information regarding Customer obtained or developed and paid in full, in the course of this Agreement, with all working documents, materials, Software designs, system and program flow-charts, file layouts, source and object code listings, computer programs, work completed, work in progress and data, regardless of storage media, related to the Services.

Upon any termination of this Agreement and/or any SOW, Company shall co-operate with the Company and shall provide all services and support required to ensure an effective and efficient transition of any Services to the Customer and/or any replacement service provider.

11. NON-SOLICITATION

Neither party shall hire or otherwise engage the employees of the other party directly connected to the Services during the term of this Agreement and for 6 months thereafter, other than by means of an advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

12. ASSIGNMENT

This Agreement shall bind and inure to the benefit of the successors and assigns of the parties. Customer and Company may not assign this Agreement without the prior written consent of the other. Such consent will not be withheld if the proposed assignment is to a parent or subsidiary of the assignor or to a successor firm carrying on the business of the assignor. Any transferee of this Agreement must agree in writing to be bound by these terms and conditions.

13. NO WAIVER

No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

14. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation, which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.

15. LIABILITY

a) Company will indemnify the Customer for any and all damage to, and/or loss of property, loss of or damage to data, documents or other Software, caused by the negligence of its staff in connection with the provision of Services under this contract.

b) Either Parties' liability in respect of: (a) death or personal injury caused by its negligence or (b) any breach of Clause 8 shall be unlimited. Company's liability arising out of or in connection with: (a) any indemnity given by Company and (b) any fines payable by Customer or any of its Affiliates arising out of or in connection with Company's acts or omissions and (c) Clause 16, shall in each case be uncapped.

c) Save for the parties liability as detailed in sub-clause 15(b), the entire aggregate liability of either party under or in connection with: (a) this Agreement shall in respect of any direct loss or damage whether in contract, tort or otherwise shall in no event exceed two hundred percent of the amounts paid or payable for the services and (b) any SOW whether in contract, tort or otherwise shall in no event exceed the greater of £500,000 and 2x the amounts paid or payable under that SOW.

d) In no circumstances shall either party be liable for any indirect, special, consequential loss or damage.

16. INTELLECTUAL PROPERTY INDEMNITY, OWNERSHIP AND LICENSES

16A – INTELLECTUAL PROPERTY INDEMNITY

Company shall indemnify and save harmless Customer and its customers from and against any and all actions, claims, demands, causes of actions and/or liability (including legal fees and disbursements) arising from any suit or proceeding brought against Customer or its customers insofar as it is based on a claim that the Deliverables, or any part thereof, or any other software, code, or intellectual property rights provided by Company under this Agreement constitutes an infringement of any right of intellectual property, including but not limited to patent or copyright. Upon Company' request, the Customer shall provide such information and assistance to Company (at Company' expense) as is reasonably necessary for the defense of such a suit or proceeding.

The Customer shall make no statement, representation or otherwise to any third party regarding any such suit or claim. In case the Deliverables, or any other software, code, or intellectual property rights or any part thereof, is in such suit or proceeding, held to constitute an infringement and the use of the Deliverables or any other software, code, or intellectual property rights or any part thereof is enjoined, Company shall, in addition to the foregoing and at its own expense and sole option, either procure for Customer and its customers the right to continue using the Deliverables, or any other software, code, or intellectual property rights or part thereof, or replace same with non-infringing products or services of equivalent functionality and performance to those contracted for, or modify the Deliverables or any other software, code, or intellectual property rights so they becomes non-infringing.

Company shall not be liable to Customer and its customers under any provision of this clause if any intellectual property infringement claim is based upon the use of the Deliverables or any other software, code, or intellectual property rights or part thereof in connection with devices not normally used with the Deliverables or any other software, code, or intellectual property rights or in a manner for which the Deliverables, or any other software, code, or intellectual property rights or part were not designed provided, and to the extent (i) such use does not reasonably constitutes an intended or expected use and (ii) the infringement claim would have been avoided but for such use.

This indemnity shall continue to apply after termination of this Agreement.

The Company shall: (i) not use any trade mark or branding other than the agreed in writing Customer marks in connection with the supply of Services; (ii) have no right to retain, or use, any feedback provided

by the Customer for any purpose other than the performance of its obligations to the Customer; and (iii) have no rights to any Customer Materials, Data or Customer Confidential Information retained unaided in the memories of its employees, agents or subcontractors.

16B – INTELLECTUAL PROPERTY OWNERSHIP AND LICENSES

(a) The Company shall: (1) not use any trademark or branding other than the agreed in writing Customer marks in connection with the supply of Services; (2) have no right to retain, or use, any feedback provided by the Customer for any purpose other than the performance of its obligations to the Customer;

(b) The Customer shall own all Intellectual Property Rights in and to all Deliverables, any output of the Services and any other items specified in the applicable SOW as items to which the Customer will own the Intellectual Property Rights. Such items may include: (1) any business methods, configurations, know-how, methodologies, processes, or other internal practices of the Customer shared with the Company in connection with the provision of the Services (for clarity this includes any such items disclosed to and/or used by the Company to configure functionality within third party systems where the Supplier is required to perform those activities pursuant to a SOW); and (2) Deliverables created by or on behalf of the Company during the performance of the Services and (3) any custom code developed or written by or on behalf of the Company for Customer's use or benefit of the Services, the integrations and/or the Deliverables. The Company hereby assigns with full title guarantee all such Intellectual Property Rights to Customer and shall execute and deliver to Customer all documents required to give effect this Clause 16B(b). The Company is not permitted to reuse any Deliverables, or output of the Services or any Intellectual Property Rights therein for any purpose other than to perform its obligations under this Agreement.

(c) The Company grants the Customer and each Affiliate and their respective officers, directors, employees, partners, members and subcontractors a world-wide, royalty-free, non-exclusive, transferable, perpetual, irrevocable licence to (and to permit any replacement service provider to) use the Company Intellectual Property in each case solely for the purpose of, and to the extent necessary for: (a) receiving or using the Services or obtaining the benefit thereof.

(d) The Customer and any Affiliate shall be permitted to share any information and/or documentation in relation to the Services and Deliverables, with any third party who has a need to know such information and/or documentation for the purposes of its relationship with the Customer and/or any Affiliate; provided however, if any such aforementioned information and/or documentation comprises of any Company Intellectual Property, the Customer shall ensure that the third party with whom the information and/or documentation is shared keeps such Company Intellectual Property confidential and does not use such Company Intellectual Property for any purpose other than strictly required for the purpose of further development and/or operation of both: the Deliverables; the Services; and/or systems/processes that interface with the Deliverables.

17. FORCE MAJEURE

Neither party shall be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

18. ENTIRE AGREEMENT

This Agreement, including the attached Exhibits and the documents incorporated by reference, shall constitute the entire agreement between the parties as to the matters hereunder and there are no other contracts, express or implied. This Agreement may only be modified by an agreement in writing signed by both parties.

19. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with English Law. The UK Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

20. NOTICES

Service of notice to either party may be made by first class postal mail, recognized courier, addressed to the other party at the address set forth in this Agreement or at some other address designated by the parties. Notice sent by recognized courier will be effective one day after the date sent; Notice sent by regular mail shall be effective 3days after the date received.

21. HEADINGS

The headings of this Agreement are for convenience only and shall have no affect on the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

COMPANY   CUSTOMER

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Print Name and Title   Print Name and Title

EXHIBIT A
RATE CARD

Lowcodeminds daily rate card for various levels of Appian skills for Time and Materials engagement, the rates for specific Services are to be set out in each SOW.

<mark>RATES TO BE AGREED</mark>

- Rates apply to normal workdays (Monday to Friday excluding Public and Bank Holidays) between 09.00 and 18.00 hours up to eight (8) hours per day, with a one (1) hour lunch break
- Fees do not include applicable taxes (sales, use, GST, VAT, customs, or excise or other like taxes)

The Services described in this SOW shall be delivered in accordance with the Agreement and as expressly set out in this SOW. Where there is any inconsistency or conflict between this SOW and the Agreement, the Agreement shall take precedence except in that Special Terms shall prevail as they apply to the Services set out in this SOW.

Customer Name & Address			
Company Name & Address			
SOW Name			
Company Contact		**Customer Contact**	
Project Name		**Project Number**	
Work Order Name		**Work Order Number**	
Start Date		**End Date**	
Customer Cost Centre if applicable		**Consultancy Days**	
Type		**SOW Value**	
Submission Date		**Document Version**	

Scope of Service	
Out of scope	
Deliverables	
Exceptions to the Work Order	
RACI	
Assumptions & Dependencies	
Customer Responsibilities	

Resource & Rate	
Forecasted Cost	
Acceptance Criteria	
Milestones	

Project status reporting and Governance	Governance forums		Frequency	SHMA input	LCM input

Escalation	SHMA name	Project Role	Escalation Level	Job Role		LCM name	LCM role

Project Change Control	
Invoices and expenses	
Project Plan	
Special Terms	

All other terms of the Agreement remain unchanged. Any capitalised words used herein shall have the meaning given in the Agreement unless expressly defined otherwise in this SOW.

SIGNED ON BEHALF OF THE CUSTOMER

Authorised Signatory:

Signature: …………………………. **Date:** …………………………
Name **Title:**

SIGNED ON BEHALF OF THE COMPANY

Authorised Signatory:

Signature: ………………………….... **Date:** …………………………
Name **Title**

Acceptance Testing

1. Testing

   1.1. A defect is defined as a flaw, found in testing, in a component or system that can cause the component or system to fail to perform its required function, e.g. an incorrect statement or data definition ("**Defect**"). A Defect, if encountered during execution, may cause a failure of the component or system. Defects include any software / / data flaw which impacts, functionality, system performance, security or resilience.

   1.2. The Company is expected to follow all reasonable quality assurance procedures with the aim of delivering software to the Customer that contains no or agreed upon Defects.

   1.3. The Software will be required to undergo the test phases as defined in Table 1 below ("**Test Phases**"). The logging of Defects will be the responsibility of the Customer. Defects will be raised by the Customer to the Company for resolution. The User Acceptance Test (UAT) must be performed in the System Test and/or UAT environments and signed off by the Customer ahead of releasing the Software to the Live Production environments.

   1.4. The Company will fix all Defects raised by the Customer, Defect fix cycles and scopes thereof will be agreed by the parties in accordance with the assigned defect priority in order to achieve the Acceptance Criteria (as defined in this Appendix, or otherwise specified in a SOW) for the requisite Test Phase.

   1.5. Post Go-Live, the Company will continue to fix any residual Defects in accordance with the terms set out in the applicable SoW until such time as the issues giving rise to the Defect are resolved, or as otherwise agreed in writing with the Customer.

Phase	The Customer	The Company
System Test/System Integration Testing (ST/SIT)	Conduct Testing Prioritise and Log Defects Raise Change Requests Agree Fix Cycles and Scopes	Review and Analyse Defects Impact Analyse Change Requests Propose Fix Cycles and Scopes Deliver Fixes and Changes as per agreed Release Cycles
Penetration	Manage 3rd parties conducting testing Prioritise and Log Defects Agree Fix Cycles and Scopes	Review and Analyse Defects Impact Analyse Change Requests Propose Fix Cycles and Scopes Deliver Fixes and Changes as per agreed Release Cycles
Performance Test		Conduct Testing Publish and share test results
Failover Test	Conduct Testing Prioritise and Log Defects	Review and Analyse Defects

	Raise Change Requests Agree Fix Cycles and Scopes	Impact Analyse Change Requests Propose Fix Cycles and Scopes Deliver Fixes and Changes as per agreed Release Cycles
Smoke Testing	Conduct once code is delivered into UAT environment as a QA of the Quality of Code received pending commencing UAT	Conduct smoke testing in the environment the Company has access to before the commencement of UAT
User Acceptance Test (UAT)	Conduct Testing Prioritise and Log Defects Raise Change Requests Agree Fix Cycles and Scopes	Review and Analyse Defects Impact Analyse Change Requests Propose Fix Cycles and Scopes Deliver Fixes and Changes as per agreed Release Cycles

Table 1

In all Test Phases above, the Customer will log all Defects in the Company's help desk tool. The Company will issue detailed release notes with each release throughout the test/fix cycles.

2.   Defect Classification and Fix SLA

2.1.   Severity

Severity is defined as the degree of impact a Defect has on the development or operation of an application under test. The higher the effect on the functionality and the higher the impact on planned testing, the higher the assignment of severity.

Defect severity is classified as:

#	Level	Definition
A	Critical	Severe impact to plan. Testing is halted and a fix is urgently required to prevent slippage to overall test and deployment schedule.
B	High	Significant impact to plan. Major areas of testing cannot continue or cannot continue without significant manual intervention and workaround. Potential risk to overall test and deployment schedule. A fix is required to enable testing in this area to progress.
C	Medium	Moderate / Low impact to plan. Only single or small number of test cases affected and awaiting fix to continue. No significant impact to overall test and/or deployment schedule but a fix is required to enable tests to complete.
D	Low	Minor / no impact to plan. A deviation from expected test result but no impact on functionality. Testing can continue with exception noted. No impact on overall test schedule.

2.2. Priority

Priority is defined as the order in which a Defect should be fixed. The higher the priority, the sooner the Defect should be fixed. Defects that leave the system, or an area of the system, unusable are given a higher priority.

Defect priority is classified as:

#	Level	Definition
A	Critical	Defect would prevent daily business operations from being executed and/or could lead to a serious increase in manual activities if required workarounds are deployed. Fix is required urgently.
B	High	Defect would have significant impact on daily operational aspects of the system, possibly leading to an increase in user workloads due to manual workarounds required. Any workarounds must be for a short period of time only with a fix required outside planned releases.
C	Medium	Defect would have low impact on daily operational aspects of the system. An agreed manual workaround can be put in place with additional effort from users required to maintain. A fix will be required in the next planned release.
D	Low	Minor cosmetic defect with aspects of use of the system. Minor workaround may be required, but business can contain the problem until a fix is delivered in a planned release.

Differences between Severity and Priority

Severity	Priority
Defect severity indicates the degree of impact a defect has on the operation of the system	Defect priority indicates the order in which defects should be resolved
Severity is associated with functionality or standards	Priority is associated with scheduling
Severity indicates the seriousness of the defect on system functionality	Priority indicates how soon the defect should be fixed
Severity is determined by the tester	Priority of defects is decided in consultation by the Company and the Customer
Severity is driven by functionality	Priority is driven by business value
During ST/SIT the development team fixes defects based on severity level and then priority	During UAT the development team fixes defects based on priority

In the event that the Company and the Customer do not agree on the Severity or Priority of any defect, the issue will be escalated to (name of Supplier Exec and name of The Customer Exec ("**the Accountable Executives**") to debate and agree the Priority.

2.3. Defect Fix SLA

During ST and SIT, Severity will be used to drive the order in which Defects should be fixed as higher severity Defects prevent testing continuing. Once UAT has commenced, Priority will drive the order in which Defects are fixed in order to meet business process needs, unless the Customer otherwise notifies the Company of an alternative approach that it requires the Company to follow for any specific Defect.

Severity / Priority	Fix SLA
1	As soon as possible to allow testing to re-commence. In 90% of cases a patch will be available for the latest release within 1 working day after the date the issue was logged, for the remaining 10% a patch will be available within 2 working days
2	In 90% of cases a patch will be available for the latest release within 3 working days after the date the issue was logged, for the remaining 10% a patch will be available within 5 working days
3	Prioritised for fix in the next planned release, no more than 3 weeks between planned releases
4	Fixed where possible in the next planned release, no defects to remain outstanding for more than 2 consecutive releases unless with specific agreement with The Customer

In the event that any of the priority 1 and 2 SLAs above cannot, or are not met, the Company will schedule a daily call to update the Customer on the progress of the Defect fix, the new delivery timescale and any reasonable actions that can allow testing to proceed.

3. Acceptance Criteria

3.1. Notwithstanding the Acceptance Criteria specified below, to maintain project progress the Customer may choose to proceed to a subsequent project phase despite acceptance criteria not being met.

3.1.1. The decision whether to proceed to the next project phase, where Acceptance Criteria have not been met, rests solely with the Customer;

3.1.2. The decision whether a milestone has been met rests solely with the Customer;

3.1.3. The decision to proceed to the next phase of the project does not necessarily mean that a milestone (as defined in Clause 5 below and "Milestone" thereafter) has been met; and

3.1.4. Where the milestone has not been met, irrespective of any decision by the Customer to proceed to the next phase of the project, the milestone payment will not be made until the milestone is met.

3.1.5. In the event that any of the testing milestones applicable to the Deliverables have not been met and the Customer decides to go live, then at Go Live date 75% of all preceding milestone payments (including Go Live) will be made with the remaining 25% withheld until the exit criteria for the preceding milestones are met in a post live release or releases.

3.2. ST Entrance Criteria (per area)
- Coding and configuration changes unit tested by the Company with no Critical or High open defects
- System test environments available
- System test data available
- System test resources available.

3.3. ST Exit Criteria (per area)
- No Critical defects open
- Less than 3 High defects open with the Customer's written agreement that these defects do not compromise the commencement of UAT
- All Medium and Low defects have been recorded and agreement reached on when they will be resolved
- System testing signed off by Team Managers and IT Leads.

3.4. SIT Entrance Criteria
- System integration test environments available
- Appropriate release loaded into the test environment
- System integration test data available
- SIT test resources available.

3.5. SIT Exit Criteria
- No Critical open defects and less than 3 High defects open with the Customer's written agreement that these defects do not compromise the commencement of UAT
- All Medium and Low defects have been recorded and agreement reached on when they will be resolved
- SIT signed off by Team Managers and IT Leads.

3.6. UAT Entrance Criteria
- No Critical open defects, less than 3 High defects open and less than 10 Medium Open defects with the Customer's written agreement that these defects do not compromise the commencement of UAT
- Any Open defects have been recorded and agreement in writing obtained from the Customer that they are prepared to commence UAT with these still open
- UAT environments available
- Appropriate release applied to UAT environment
- UAT data available
- UAT test resources available.

3.7. UAT Exit Criteria
- No Critical, High or Medium defects open
- No more than 20 Low defects remain open and have been recorded and agreement obtained from the business that they are prepared to go live with these still open
- Plans for resolution of any remaining defects have been agreed and documented
- Any transitional business processes have been agreed and documented.
- UAT has been signed off in writing by the Customer.

3.8. IAT Entrance Criteria
- IAT plan has been agreed
- All changes have been deployed to the production environment
- IAT resources are available
- The Customer Project Manager has approved start of IAT.

3.9. IAT Exit Criteria
- IAT plan has been successfully executed
- Any incidents have been resolved or agreement reached to proceed anyway
- The Customer Project Manager has approved completion of IAT.

4. Delivery Management and Rectification

Failure to meet the Milestones specified in section 4.5, or meet the quality / acceptance criteria outlined in section 3 will require the Company to produce a rectification plan within 5 working days which specifies:

4.1.1. How the issue / delay will be rectified
4.1.2. The timescale for rectification
4.1.3. How the Company will ensure that any similar issue / delay will not re-occur;
4.1.4. The Company shall be permitted to resubmit deliverables for testing in accordance with the process set out above on two consecutive occasions following failure to meet the Milestones specified in section 4.5, or failure to meet the quality / acceptance criteria in section 3; and
4.1.5. Following the provisions of section 3 and section 4.1.4 above, where the Company fails to meet the acceptance criteria on a third occasion then the provisions of clause 4.6 below ("Termination") shall apply.

4.2. Best endeavours shall be used by the Company to ensure that subsequent Milestones are not impacted and that the project timescales and quality are maintained. In the event that it comes to light that a Milestone will be adversely impacted, the Company must notify the Customer in writing as soon as possible after becoming aware of the issue and provide the Customer with an impact assessment of the affect and subsequent activities planned to rectify the situation including, but not limited to the project timescales, quality implications and dependencies.

4.3. Any incremental costs arising from a rectification plan shall be borne by the Company.

4.4. If, solely as a direct consequence of a breach, act or omission of the Company, the Acceptance Criteria have not been successfully met within 45 days from the end of the Acceptance Test period or planned acceptance date where a Correction Plan is agreed, The Customer may, at its option and without prejudice to its other rights and remedies under this Agreement, (a) require the Company to refund all monies paid to the Company in respect of the Services impacted by the failure to meet the Acceptance Criteria in accordance with this clause 4.4, and/or (b) by written notice to the Company, terminate the relevant SOW and/or Services without further liability to the Company to pay Charges to the Company.

4.5. Milestones

Milestones are set out in the SOW.

4.6. Termination

Where the Company has failed to rectify the failure of the Exit Criteria in respect to the SIT Phase or the UAT Phase defined in section 3 above within the cure period agreed with the Customer in writing, the Customer shall have the right to terminate any relevant Statement of Work with immediate effect and the Customer shall have no obligation or liability to the Company to pay any Charges for the affected Services.

Appendix 2

Change Control

1   The Parties hereby agree that a change request ("CR") shall be the vehicle for communicating any requested changes, variations or amendments under this Agreement ("Changes"). The Party submitting the CR shall provide in writing sufficient detail of the Change, the rationale for the Change, and the effect of the Change will have on the Services, for the impact of the Change to be accurately assessed. The Parties hereby agree that any Changes are to be conducted as follows:

   2.1.1   If either Party wishes to make a Change, that Party shall submit to the other Party a CR in the form as agreed between the Parties;

   2.1.2   The Customer Project Manager and the Company Project Manager shall promptly and in good faith review the proposed Change contained in the CR to determine whether to reject it or to progress it to impact review as described below in Clause 2.1.3. The Parties shall record the decision on the CR;

   2.1.3   if the Parties do not reject the CR, the Parties shall subject the CR to an impact review. The Company shall promptly specify in writing on the CR any reasonable charges to be borne by the Customer for the impact review. The CR will then be passed to the appropriate Customer person or his or her delegated representative for authorisation of the impact review. If the impact review is so authorised, the Customer shall sign the CR, which will constitute authorisation for the impact review charges (if any). The Company shall invoice the Customer for any such charges on completion of the impact review. The Company shall carry out the impact review promptly and in good faith to ascertain the impact of the proposed change on the relevant part(s) of the Services. The results of the impact review by the Company will be documented in a CR which will define the effect that the implementation of the CR will have (if any) on performance, functionality, price, the SOW and/or the Agreement, and the corresponding effect that would result from failure to implement the CR; and

   2.1.4   The Customer shall promptly review the CR to approve it with agreed modifications or reject it. When a CR is approved in writing by the Customer, the CR will have the effect of a written quotation from the Company to implement the change and must be signed by an authorised representative of the Company. The CR will then be passed to the Customer for counter-signature of the approved CR.

2.2   The Company shall promptly following receipt of the signed CR under Clause 2.1.4, implement the agreed changes documented in the CR if and only if such CR is signed as approved by both Parties.

2.3   The Company shall invoice the Customer for any additional charges as authorised on the CR on completion of the implementation of the CR or as otherwise agreed in the CR.

2.4   Any CR approved and authorised as set out in this Clause 2 shall immediately upon signature by both Parties form part of this Agreement.