

# Schedule 1

## Standard Terms and Conditions

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

<b>"Acceptance Criteria"</b>	the criteria (if any) specified in a Statement of Work, which, subject to clause 10, a Deliverable is required to meet under that Statement of Work as a pre-condition of its acceptance by the Customer Party.
<b>"Acceptance Test"</b>	in respect of any Deliverable, a test to demonstrate whether or not that Deliverable meets any applicable Acceptance Criteria (and the term "Acceptance Testing" will be construed accordingly).
<b>"Affiliate"</b>	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
<b>"Agreement Details"</b>	the details set out at the start of the Agreement.
<b>"Available Services"</b>	the services, including without limitation any Deliverables, which Acronyms is willing to provide to the Customer and the Customer Affiliates as set out in Schedule 2 or as otherwise set out in a Quotation from time to time.
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>"Charges"</b>	the charges specified in the Statement of Work payable by the Customer Party for the supply of the Services by Acronyms.
<b>"Commencement Date"</b>	has the meaning set out in the Agreement Details.
<b>"Conditions"</b>	the standard terms and conditions set out in this Schedule 1.
<b>"control"</b>	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of control</b> shall be construed accordingly.
<b>"Acronyms IPRs"</b>	<b>Background</b> all Intellectual Property Rights that are owned by or licensed to Acronyms and which are or have been developed independently of any Statement of Work in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Customer Party to receive and use the Services.
<b>"Customer Affiliate"</b>	an Affiliate of the Customer.
<b>"Customer Party"</b>	means the Customer or Customer Affiliate party to the relevant Statement of Work.
<b>"Customer Background IPRs"</b>	all Intellectual Property Rights in the Customer Materials.

<b>"Customer Materials"</b>	all materials, equipment and tools, drawings, specifications and data supplied by the Customer or a Customer Affiliate to Acronyms.
<b>"Data Protection Legislation"</b>	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
<b>"Deliverables"</b>	all documents, products and materials developed by Acronyms or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).
<b>"Designated Works"</b>	has the meaning set out in clause 13.3.
<b>"Foreground IPRs"</b>	all Intellectual Property Rights in the Deliverables, other than Acronyms Background IPRs.
<b>"Implementation Plan"</b>	any plan or timetable for the provision of Services and/or Deliverables as specified in or created pursuant to a Statement of Work.
<b>"Initial Term"</b>	has the meaning set out in the Agreement Details.
<b>"Intellectual Property Rights"</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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.
<b>"Quotation"</b>	has the meaning set out in clause 4.2.
<b>"Services"</b>	the services, including without limitation any Deliverables, to be provided by Acronyms pursuant to a Statement of Work.
<b>"Service Levels"</b>	the service levels (if any) specified in a Statement of Work.
<b>"Service Specific Terms"</b>	means the service specific terms applicable to the Available Service(s) as set out in the relevant Statement of Work.
<b>"Statement of Work" or "SOW"</b>	an agreement for the provision of Services by Acronyms to a Customer Party based on Acronyms' standard template

and agreed in between Acronyms and Customer Party in accordance with clause 2 (Statement of Work process).

**"Supplier Materials"**

all materials, equipment and tools, drawings, specifications and data supplied by Acronyms to a Customer Party.

**"Third Party Software"**

any software, the intellectual property rights in which are owned by a third party.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement or any Statement of Work.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **the Agreement** or to any other agreement or document referred to in the Agreement is a reference to the Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Agreement) from time to time.
- 1.14 References to clauses are to clauses of the Agreement or the relevant Schedule and references to schedules are to the Schedules of the Agreement.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. Commencement and Duration**

- 2.1 The Agreement shall commence on the Agreement Commencement Date and shall continue for the Initial Term, unless terminated earlier in accordance with clause 16 (Termination).
- 2.2 The Agreement shall automatically extend for 12 months (“**Extended Term**”) at the end of the Initial Term and at the end of each Extended Term.
- 2.3 Either party to this Agreement may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate the Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 2.4 In the event that no Statements of Work have been entered into in any Extended Term and no Statements of Work remain in force, the Agreement shall automatically terminate at the end of the relevant Extended Term unless the parties to the Agreement agree otherwise in writing.

### **3. Statement of Work Process**

- 3.1 The Customer and the Customer Affiliates shall be entitled from time to time to request in writing the provision of any or all of the Available Services from Acronyms.
- 3.2 Within 10 Business Days of receipt of a written request from a Customer or Customer Affiliate, Acronyms shall either:
  - 3.2.1 notify the Customer or Customer Affiliate that it is not able to provide the requested Available Services; or
  - 3.2.2 complete and submit the draft Statement of Work for the relevant Services to the Customer or Customer Affiliate (as applicable) for its written approval.
- 3.3 A Statement of Work shall not enter into force, be legally binding or have any other effect unless:
  - 3.3.1 the Statement of Work has been signed by the authorised representatives of both parties to it; and
  - 3.3.2 as at the date the Statement of Work is signed, the Agreement has not been terminated.
- 3.4 Each Statement of Work:
  - 3.4.1 shall be entered into by the Customer or Customer Affiliate and Acronyms;
  - 3.4.2 shall adopt the terms of the Agreement;
  - 3.4.3 shall specify the Service Specific Terms applicable; and
  - 3.4.4 forms a separate contract between its signatories.
- 3.5 Any amendments to the Agreement agreed by the Customer and Acronyms in accordance with clause 24 (Variation) shall be deemed to apply to all future Statement of Works entered into after the date of such amendment.

### **4. Quotations**

- 4.1 Where the Customer wishes to order services from Acronyms which are not set out in in Schedule 2, the Customer or Customer Affiliate may request in writing a quotation for the relevant services from Acronyms.
- 4.2 Following receipt of the written request for quotation, Acronyms shall prepare and issue to the Customer or Customer Affiliate a proposal describing the services to be provided, the timeline for delivery and the price of the services (“Quotation”). Each Quotation shall be valid for a period of 30 days from its date of issue, unless otherwise specified in the Quotation.

- 4.3 If the Customer or Customer Affiliate wishes to order the services in accordance with the Quotation, it shall notify Acronyms in writing and the provisions of clause 3 shall apply.

## **5. Relationship Manager**

- 5.1 Each party shall appoint a Relationship Manager, with authority to act for the party they represent on all matters relating to the Agreement and any Statement of Work.
- 5.2 The Relationship Managers shall meet regularly to:
- 5.2.1 monitor the provision of Services and Deliverables and progress against any applicable Implementation Plan;
  - 5.2.2 identify and implement any measures which may be appropriate in respect of any identified risk or issue;
  - 5.2.3 monitor payment of invoices; and
  - 5.2.4 discuss the performance of the Agreement and any Statement of Works, and to agree new Statement of Works.

## **6. Project Manager**

- 6.1 Acronyms shall appoint the Acronyms Project Manager in respect of the Services, who shall have authority under the relevant Statement of Work contractually to bind Acronyms on all matters relating to the Services to be provided thereunder.
- 6.2 The Customer Party shall appoint the Customer Project Manager in respect of the Services, who shall have authority under the relevant Statement of Work contractually to bind the Customer Party on all matters relating to the Services to be provided thereunder.
- 6.3 Each party's Project Manager shall be responsible for:
- 6.3.1 discharging that party's obligations under the Statement of Work;
  - 6.3.2 liaising with the other party's Project Manager; and
  - 6.3.3 acting as that party's prime point of contact with the other party, in respect of the Statement of Work.
- 6.4 The Project Managers appointed in respect of each Statement of Work shall meet regularly to:
- 6.4.1 monitor the provision of Services and Deliverables and progress against the Implementation Plan;
  - 6.4.2 identify and implement any measures which may be appropriate in respect of any identified risk or issue affecting the Statement of Work; and
  - 6.4.3 monitor payment of invoices.
- 6.5 Each party shall use reasonable endeavours to avoid changing its Project Manager during the performance of a Statement of Work. Should any such change prove necessary, the parties shall use reasonable endeavours to minimise any impact upon the timely performance of the Statement of Work which may arise from such change.

## **7. Supply of Services**

- 7.1 Acronyms shall supply the Services in accordance with the terms of the Agreement and the relevant Statement of Work, including the applicable Service Specific Terms.

- 7.2 Acronyms shall use reasonable endeavours to meet any performance dates specified in each Statement of Work, always provided that if no performance dates are so specified Acronyms shall perform the Services within a reasonable time.
- 7.3 In supplying the Services, Acronyms shall:
- 7.3.1 perform the Services with the level of care, skill and diligence in accordance with good practice in Acronyms' industry, profession or trade;
  - 7.3.2 co-operate with the Customer Party in all matters relating to the Services, and comply with all reasonable instructions of the Customer Party;
  - 7.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that it fulfils its obligations under the Statement of Work;
  - 7.3.4 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in the Statement of Work;
  - 7.3.5 ensure that the Services and Deliverables will conform in all material respects with all descriptions and specifications set out in the Statement of Work and that the Deliverables shall be fit for any purpose expressly made known to Acronyms by the Customer Party;
  - 7.3.6 carry out any appropriate testing and quality assurance in respect of any Deliverable prior to its delivery to the Customer Party;
  - 7.3.7 provide all equipment, tools, vehicles and other items required to provide the Services;
  - 7.3.8 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are free from defects in workmanship, installation and design;
  - 7.3.9 comply with all applicable laws, statutes and regulations; and
  - 7.3.10 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer Party's premises.
- 7.4 Each party shall use reasonable endeavours (including, by way of example, the use of appropriate security procedures and reputable and up-to-date security software) to prevent contamination by viruses, worms, trojan horses, and other malicious software programs of data or computer systems owned or operated by the other party, or their exposure to denial of service attacks, via systems used or accessed in the performance of the Agreement or a Statement of Work.
- 7.5 Unless expressly agreed to the contrary in a Statement of Work:
- 7.5.1 Customer Party shall be responsible for obtaining any relevant licences in respect of Third Party Software;
  - 7.5.2 any such licence shall be between the licensor of the Third Party Software and the Customer Party; and
  - 7.5.3 the Customer Party shall execute the form of licence required by that licensor in respect of the Third Party Software.
- 7.6 If Acronyms fails to provide the Services in accordance with clause 7.3, the Customer Party's sole and exclusive remedy shall be the re-performance of the Services in question by Acronyms (at no cost to the Customer Party) within a reasonable time after written notice from the Customer Party specifying the nature of such failure.
- 7.7 Acronyms will not be liable for any delay, cost increase or other consequences to the extent that the same arises from any failure by the Customer Party to perform any of its obligations

under the Agreement or a Statement of Work or should any agreed assumption prove to be inaccurate. Acronyms will be given a reasonable extension of time to meet Acronyms' obligations under any affected Statement of Work to take account of the impact caused by such delay and the Customer Party shall reimburse Acronyms for any costs actually and reasonably incurred as a result of the delay. Any extension of time granted under this clause 7.7 shall not operate (unless otherwise stipulated in the relevant Statement of Work) so as to require Acronyms to deliver services beyond any limit on the number of days effort specified in a Statement of Work where the Charges are calculated on a time and materials basis and subject to a time limit.

- 7.8 If Acronyms' performance of its obligations under a Statement of Work is prevented or delayed by any act or omission of the Customer, a Customer Affiliate, their agents, subcontractors, consultants or employees, Acronyms shall not be liable for any costs, charges or losses sustained or incurred by the Customer Party that arise directly or indirectly from such prevention or delay.

## **8. Customer Obligations**

- 8.1 The Customer Party shall:
- 8.1.1 co-operate with Acronyms in all matters relating to the Services;
  - 8.1.2 provide such access to its premises and data, and such office accommodation and other facilities as may reasonably be requested by Acronyms and agreed in writing in advance, for the purposes of the Services;
  - 8.1.3 provide such information as Acronyms may reasonably request and the Customer Party considers reasonably necessary, in order to carry out the Services in a timely manner;
  - 8.1.4 inform Acronyms of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer Party's premises; and
  - 8.1.5 maintain and be responsible for its own data and software back up and associated restoration measures (with the Customer Party acknowledging that it is the Customer Party's responsibility to ensure that at least a daily back-up is made of its data and software); and
  - 8.1.6 implement reasonable business continuity and disaster recovery measures to reasonably mitigate against any risk associated with any issues arising from the Services.
- 8.2 The Customer will indemnify and keep indemnified Acronyms against all claims loss damages costs including legal costs, on an indemnity basis incurred, awarded against or agreed to be paid by Acronyms arising from any breach by the Customer or any Customer Affiliate of the obligations in this clause 8.

## **9. Charges and Payment Terms**

- 9.1 In consideration for the provision of the Services, the Customer Party shall pay Acronyms the Charges in accordance with this clause 9 and the relevant Statement of Work. The Charges shall be paid in pounds sterling.
- 9.2 Acronyms shall invoice the Charges to the Customer Party at the intervals specified in the relevant Statement of Work. Each invoice shall include all supporting information reasonably required by the Customer Party to verify the accuracy of the invoice.
- 9.3 Acronyms may increase the Charges annually on the 1<sup>st</sup> July in each year always provided that the first such increase shall fall after the first anniversary of the commencement of the relevant Statement of Work. Acronyms shall give the Customer Party not less than 1 months' notice of any increase. This clause 9.3 shall not apply where the relevant Statement of Work is for a fixed price project.
- 9.4 Unless otherwise agreed in the relevant Statement of Work, the Customer Party shall reimburse to Acronyms, in addition to the Charges, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by Acronyms' employees,

subcontractors and agents in the provision of the Services. Acronyms shall submit its invoices for expenses to the Customer Party monthly in arrears.

- 9.5 Unless otherwise agreed in the relevant Statement of Work, the Customer Party shall pay each invoice which is properly due and submitted to it by Acronyms, within 30 days of receipt, to a bank account nominated in writing by Acronyms.
- 9.6 If the Customer Party disputes any sums invoiced by Acronyms, the Customer Party shall promptly (and no later than the due date for payment) pay at least any undisputed sums and notify Acronyms of the dispute with sufficient detail to allow Acronyms properly to understand the dispute. After paying undisputed sums and giving notice of the dispute, the invoice will be deemed to be a disputed invoice until the dispute is settled or resolved by judicial proceedings.
  - 9.6.1 At any time while an invoice is notified as disputed:
  - 9.6.2 Acronyms is entitled to issue a credit note for sums disputed and the Customer Party must accept such credit note;
  - 9.6.3 the Customer Party is entitled to make protective payment of any disputed sums (a payment made to avoid adverse consequences of non-payment or as a gesture to preserve goodwill, but expressly on the basis that the invoice remains disputed) and Acronyms must accept such payment;
  - 9.6.4 unless otherwise agreed, such credit notes or protective payments will not waive or be treated as any admission of sums in dispute (or interest thereon) unless and until the dispute is resolved; and
  - 9.6.5 upon resolution of the dispute, the parties shall issue credit notes, further invoices, payments or refunds as necessary to give effect to the outcome of the dispute.
- 9.7 Disputes about invoices are to be resolved using the dispute resolution procedure set out in clause 22 .
- 9.8 All amounts payable by each Customer Party are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under this Statement of Work by Acronyms to the Customer Party, the Customer Party shall, on receipt of a valid VAT invoice from Acronyms, pay to Acronyms such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 9.9 If a Customer Party fails to make any payment due to Acronyms under a Statement of Work by the due date, then, without limiting Acronyms' remedies under this Agreement or otherwise:
  - 9.9.1 the Customer Party 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 will accrue each day at 4% a year above the Bank of England's base rate from time to time.; and
  - 9.9.2 Acronyms may withdraw all or part of the Services.
- 9.10 Where Services are provided on a time and materials basis, Acronyms shall maintain appropriate records of the Services provided under each Statement of Work, sufficient to enable the Customer Party to verify the accuracy of any invoices submitted pursuant to each Statement of Work. Acronyms shall allow the Customer Party or its representatives to inspect and take copies of such records at all reasonable times and with reasonable notice on request.
- 9.11 All amounts due under the Agreement and each Statement of Work shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 10. Acceptance Testing



- 10.1 Where Acronyms and the Customer Party have agreed in a Statement of Work that a Deliverable is to be subject to Acceptance Testing, Acronyms shall provide the Customer Party with a certificate when satisfied that that Deliverable is ready to undergo those Acceptance Tests.
- 10.2 The Customer Party shall carry out the Acceptance Tests in accordance with the relevant Implementation Plan. Acronyms shall:
  - 10.2.1 ensure that the Acceptance Tests are attended by such Acronyms representatives as may be appropriate;
  - 10.2.2 lend the Customer Party reasonable assistance in the conduct of the Acceptance Tests; and
  - 10.2.3 be entitled to see the results of the Acceptance Tests.
- 10.3 If the Acceptance Tests are completed successfully, the Customer Party shall signify acceptance of the Deliverable (subject to any regression testing that may be required in accordance with clause 10.7) by signing an acceptance certificate and delivering it to Acronyms.
- 10.4 The Customer Party shall notify Acronyms promptly in writing and in reasonable detail of any failure of the Acceptance Tests.
- 10.5 In the event of any failure of Acceptance Tests by a Deliverable, Acronyms shall remedy such failure so as to minimise any impact to the Implementation Plan, by whatever means are reasonably necessary including:
  - 10.5.1 re-performance of any relevant Services; and/or
  - 10.5.2 provision of corrections, fixes, updates or new releases.
- 10.6 Acronyms will maintain up-to-date records of all failure reports notified by the Customer Party in relation to the Acceptance Tests, the action taken by Acronyms to resolve them and the status of each problem report. Acronyms will make a copy of any such record available to the Customer Party on request.
- 10.7 The Customer Party shall repeat the Acceptance Tests as necessary by working through the tests that have previously failed, and by carrying out regression testing where appropriate.
- 10.8 If by the date specified in the Implementation Plan for the completion of Acceptance Testing, any Deliverable is unable to pass any applicable Acceptance Test, the Customer Party may by written notice to Acronyms:
  - 10.8.1 elect to fix a new date for carrying out further tests on that Deliverable or any relevant modifications; or
  - 10.8.2 provided that Acronyms has been afforded the opportunity to remedy such failure pursuant to clause 10.5 and has failed to do so within thirty (30) days or such longer period as may be agreed in writing between the parties of being notified of the new date pursuant to clause 10.8.1, to treat that failure as a material breach of the Agreement which is incapable of remedy.

In the event that the Customer Party elects to fix a new date for carrying out further tests in accordance with clause 10.8.1, the provisions of this clause 10 shall also apply in respect of such further tests.
- 10.9 A Deliverable shall be deemed to be accepted by a Customer Party on the first to occur of the following:
  - 10.9.1 the Customer Party's signature and delivery of an acceptance certificate in accordance with clause 10.3; or

- 10.9.2 successful completion of relevant Acceptance Tests including correction of any failures notified in writing to Acronyms; or
- 10.9.3 the expiration of the period specified in the Implementation Plan for the conduct and completion of the Acceptance Tests without Acceptance Tests having been run, or without the Customer Party having reported to Acronyms any failure of Acceptance Tests in respect of that Deliverable; or
- 10.9.4 the Customer Party modifying the Deliverable or using it in a live environment (other than for the purposes of carrying out the Acceptance Tests or training where such use has been expressly agreed in writing by Acronyms).
- 10.10 A Customer Party shall not unreasonably withhold, delay or condition acceptance or the issue of an acceptance certificate.
- 10.11 In the event that Customer Party fails to complete any Acceptance Tests in accordance with this clause 10, Customer Party shall reimburse Acronyms for any reasonable costs incurred as a result of such failure.

## 11. Change Control

- 11.1 Subject to clause 11.2, if at any time either party wishes to request or propose:
  - 11.1.1 any change to an Implementation Plan, or any significant change or addition to any Deliverable or any of the Services; or
  - 11.1.2 anything which causes or is likely to cause Acronyms to incur any significant costs or expenses in addition to the Charges,  
  
(a “**Change**”), the parties will comply with the change control procedure as set out in this clause 11 (“**Change Control Procedure**”).
- 11.2 Acronyms may at any time without notifying the Customer make any changes to any Deliverable or Services which:
  - 11.2.1 are necessary to take account of any manufacturer’s change in specification;
  - 11.2.2 are necessary to comply with any applicable laws; or
  - 11.2.3 do not materially affect the overall nature, quality or performance of the Services or any Deliverable.
- 11.3 Either party may submit a written request for a Change to the other party in accordance with this clause 11, but no Change will come into effect until a written record of any Change or proposed Change (“**Change Control Note**”) has been signed by the authorised representatives of both parties.
- 11.4 If the Customer requests a Change:
  - 11.4.1 the Customer will submit a written request to the Supplier containing as much information as is necessary to enable the Supplier to prepare a Change Control Note; and
  - 11.4.2 within 10 Business Days of receipt of a request, Acronyms will, unless otherwise agreed, send to the Customer a Change Control Note.
- 11.5 If Acronyms requests a Change, it will send to the Customer a Change Control Note.
- 11.6 A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:
  - 11.6.1 the title of the Change;

- 11.6.2 the originator of the Change and date of request;
- 11.6.3 description of the Change;
- 11.6.4 details of the effect of the proposed Change on the Services, the Charges and the relevant Statement of Work;
- 11.6.5 the date of expiry of validity of the Change Control Note; and
- 11.6.6 provision for signature by the Customer and Acronyms.
- 11.7 If, following the Customer's receipt of a Change Control Note pursuant to this clause 11:
  - 11.7.1 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Agreement; and
  - 11.7.2 either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with the dispute resolution procedure set out in clause 22.
- 11.8 Each party will bear its own costs in relation to compliance with the Change Control Note.

## **12. Title To and Risk in Deliverables and Ownership of Customer Party Materials**

- 12.1 Title to any Deliverables that are goods or in any physical media on which Deliverables are stored shall pass to the Customer Party on the payment of the Charges for them. Acronyms warrants that it has full, clear and unencumbered title to all such items, and that at the date of the transfer of title, it will have full and unrestricted rights to transfer all such items to the Customer Party.
- 12.2 Risk in any Deliverables that are goods or in any physical media on which Deliverables are stored shall pass to the Customer Party on completion of delivery.
- 12.3 All Customer Materials remain the exclusive property of the Customer Party.
- 12.4 All Acronyms Materials remain the exclusive property of Acronyms.

## **13. Intellectual Property**

- 13.1 Acronyms and its licensors shall retain ownership of all Acronyms Background IPRs. The Customer Party and its licensors shall retain ownership of all Customer Background IPRs.
- 13.2 Subject to Clause 13.3, all Intellectual Property Rights in any Deliverables, commercial software and Third Party Software shall remain vested in Acronyms or the third party licensors.
- 13.3 Where the parties agree that the Foreground IPRs in any specific Deliverables are to be the property of the Customer Party, those works will be specified in the relevant Statement of Work, with express wording being used to make it clear that the Foreground IPRs in such works are to be assigned to the Customer Party, with such works also being referenced as "Designated Works". Subject to payment of all Charges in respect of the relevant Services and any additional charges in respect of the Designated Works (as set out in the Statement of Work), Acronyms assigns all right, title and interest in and to the Foreground IPRs in such Designated Works and all materials embodying them to the Customer Party.
- 13.4 The Customer Party grants Acronyms a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Customer Background IPRs and the Foreground IPRs (where these are Designated Works) for the purpose of providing the Services to the Customer Party in accordance with the Agreement.
- 13.5 Acronyms grants the Customer Party a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence, revocable only in the event of breach of this clause 13, to use Acronyms

Background IPRs and the Foreground IPRs ( and if these are Designated Works only for such period as the Customer Party is not in breach of the Agreement or the Statement of Work) for the purpose of receiving and using the Services and the Deliverables in its business.

- 13.6 For the purposes of clause 13.5 “use” shall mean use for a party’s own internal business purposes and includes, and in the case of software, loading and installation of the software and making a reasonable number of copies of such software for security back-up and disaster recovery purposes. Other than as expressly stated in this clause 13.6, Customer Party has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any software comprised in any Deliverables or Services in whole or in part except to the extent that any reduction of such software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the software with the operation of other software or systems used by the Customer Party, unless Acronyms is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer Party shall request Acronyms to carry out such action or to provide such information before undertaking any such reduction.
- 13.7 Acronyms warrants that the receipt, use and onward supply of the Services by the Customer Party and its licensees and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 13.8 Acronyms shall not be in breach of the warranty at clause 13.5, and the Customer Party shall have no claim under the indemnity at clause 13.9, to the extent the infringement arises from:
- 13.8.1 any modification of the Deliverables, Acronyms Background IPRs, Designated Works or Services, other than by or on behalf of or authorised or permitted in writing by Acronyms; or
- 13.8.2 any combination of the Deliverables, Acronyms Background IPRs, Foreground IPRs or Services, with Third Party Software otherwise than in accordance with or as contemplated in any relevant Statement of Works or as otherwise approved in writing or implemented by Acronyms; or
- 13.8.3 compliance with the Customer Party’s specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that Acronyms shall first notify the Customer Party if it knows or suspects that compliance with such specification or instruction may result in infringement;
- 13.8.4 use of the Deliverables, Acronyms Background IPRs, Foreground IPRs or Services other than in accordance with their normal intended purpose or any agreed specification.
- 13.9 Acronyms shall indemnify the Customer Party against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by the Customer Party arising out of or in connection with any claim brought against the Customer Party for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.
- 13.10 The Customer Party shall:
- 13.10.1 promptly notify Acronyms in writing of any claim against it in respect of which it wishes to rely on the indemnity at paragraph 13.9 (“**IPR Claim**”);
- 13.10.2 allow Acronyms, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that Acronyms shall obtain the Customer Party’s prior approval of any settlement terms, such approval not to be unreasonably withheld or delayed;
- 13.10.3 provide Acronyms with such reasonable assistance regarding the IPR Claim as is required by Acronyms, subject to reimbursement by Acronyms of the Customer Party’s costs so incurred;
- 13.10.4 not, without prior consultation with Acronyms, make any admission relating to the IPR Claim or attempt to settle it, provided that Acronyms considers and defends any IPR Claim

diligently, using competent counsel and in such a way as not to bring the reputation of the Customer Party into disrepute.

#### **14. Data Protection**

- 14.1 Both parties will comply with all requirements of the Data Protection Legislation which are applicable to their respective roles in connection with this Agreement and/or each Statement of Work.
- 14.2 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any relevant Personal Data to Acronyms for the duration and purposes of this Agreement.
- 14.3 The parties agree to enter into a Data Protection Agreement in the form set out in Schedule 3 (Data Protection) and shall abide by the obligations set out therein in respect of all Personal Data (as defined therein) provided by the Customer or, or otherwise obtained, accessed, stored, processed for generated by, Acronyms in connection with this Agreement. The parties acknowledge and agree that Customer Affiliates may also need to enter into a Data Protection Agreement substantially in the form set out in Schedule 3. Schedule 3 sets out the scope, nature and purpose of processing, the duration of the processing and the types of personal data and categories of Data Subject under the relevant Statement of Work.
- 14.4 Acronyms and the Customer shall mutually indemnify the other against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any loss, damage or distress suffered by any person as a result of the loss, destruction or unauthorised disclosure of, or unauthorised access to, personal data by either Acronyms or the Customer as the case may be. The indemnity contained in this clause 14.4 shall remain in full force and effect notwithstanding any termination of this Agreement.
- 14.5 The Customer shall procure its Affiliates' compliance with this clause 14 and shall indemnify Acronyms in respect of any breach of this clause 14 by any such Affiliate.

#### **15. Limitation of Liability**

- 15.1 Nothing in the Agreement shall limit or exclude Acronyms', the Customer or any Customer Affiliate's liability for:
  - 15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 15.1.2 fraud or fraudulent misrepresentation; or
  - 15.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 15.2 Subject to clause 15.1:
  - 15.2.1 Acronyms' liability arising out of any single event under or in connection with this Agreement or any Statement of Work, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 150% of the Charges paid by Customer Party under the Statement of Work giving rise to the claim in the 12 months preceding such claim;
  - 15.2.2 the Customer's and any Customer Affiliate's liability arising out of any single event under or in connection with this Agreement or any Statement of Work in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 150% of the sum of the Charges payable under the Statement of Work giving rise to the claim in the 12 months preceding such claim;
  - 15.2.3 neither Acronyms, nor the Customer nor any Customer Affiliate shall have any liability under the Agreement or any Statement of Work, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or

in connection with the Agreement or any Statement of Work, including but not limited to loss of profits, loss of data, loss of revenue, loss of business and loss of goodwill;

- 15.2.4 neither Acronyms, nor the Customer nor any Customer Affiliate shall have any liability under the Agreement or any Statement of Work unless the party making a claim has served notice of the same upon the impacted party within two (2) years of the date it became aware of the circumstances giving rise to the claim or the date when it ought reasonably to have become so aware;
- 15.2.5 Acronyms' liability in respect of a claim relating to or arising in connection with Third Party Software will not exceed the third party manufacturer's or the software licensor's liability to Acronyms or Acronyms' liability to the Customer under this clause 15, whichever is the lesser.

## **16. Termination**

- 16.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement and/or a Statement of Work with immediate effect by giving written notice to the other party if:
  - 16.1.1 the other party commits a material breach of any term of the Agreement or the Statement of Work which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 16.1.2 the other party repeatedly breaches any of the terms of the Agreement or the Statement of Work 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 the Agreement or the Statement of Work;
  - 16.1.3 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;
  - 16.1.4 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 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;
  - 16.1.5 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;
  - 16.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
  - 16.1.7 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 16.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 16.1.9 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;
  - 16.1.10 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 16.1.3 to clause 16.1.9 (inclusive); or
  - 16.1.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

## **17. Consequences of Termination**

- 17.1 On termination (or expiry) of the Agreement, howsoever arising, each Statement of Work then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Statement of Work, unless terminated earlier in accordance with clause 16 or the terms of such Statement of Work, and the terms of the Agreement shall continue to apply to each such Statement of Work.
- 17.2 The termination of any Statement of Work shall not affect any other Statement of Works or the Agreement.
- 17.3 On termination of the Agreement, the following clauses of these Conditions shall continue in force: clause 1 (Interpretation), clause 15 (Limitation of liability), clause 17 (Consequences of termination), clause 18 (Confidentiality), clause 34 (Governing law) and clause 35 (Jurisdiction).
- 17.4 On termination or expiry of the Agreement or any Statement of Work, Acronyms may invoice for any Services delivered prior to the date of termination or expiry and each relevant Customer Party shall pay such invoices and any outstanding invoices in accordance with clause 9.5.
- 17.5 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the agreement which existed at or before the date of termination.

## **18. Confidentiality**

- 18.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of the other party, except as permitted by clause 18.2.
- 18.2 Each party may disclose the other party's confidential information:
  - 18.2.1 to its employees, officers, representatives 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 the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 18; and
  - 18.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.3 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 the Agreement or a Statement of Work.

## **19. Non-solicitation**

- 19.1 Neither party nor its Affiliates shall, without the prior written consent of the other party, at any time from the date of the Agreement to the expiry of 6 months after the termination or expiry of the Agreement or the termination of all SoWs, whichever is later, 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 and has been involved in the provision or receipt of the Services.
- 19.2 Any consent given by Acronyms in accordance with clause 19.1 shall be subject to the Customer Party paying to Acronyms a sum equivalent to 50% of the then current annual remuneration of Acronyms' employee, consultant or subcontractor or, if higher, 50% of the annual remuneration to be paid by the Customer or the relevant Customer Affiliate to that employee, consultant or subcontractor.

## **20. Publicity**

- 20.1 Save as set out below, all media releases, public announcements and public disclosures by either party relating to this agreement, its existence or its subject matter, including promotional or marketing material, shall be co-ordinated with the other party and approved jointly by the parties prior to release.
- 20.2 The Customer agrees to truthfully prepare a written reference as to the performance of the Supplier under this agreement on its headed notepaper, which the Supplier may subsequently distribute to limited audiences as it sees fit, but may not publicly publish.
- 20.3 The Customer agrees to truthfully respond to a reasonable number of requests for references as to the performance of the Supplier under this agreement.
- 20.4 The Supplier shall be entitled to prepare and distribute a press release about and marketing materials referring to, this agreement, subject to the consent of the Customer.

## **21. Force Majeure**

- 21.1 Neither party shall be in breach of the Agreement or any Statement of Work nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement or any Statement of Work if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the relevant Statement of Work by giving 30 days' written notice to the affected party.

## **22. Dispute Resolution Procedure**

- 22.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**), then, except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
  - 22.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the respective Escalation Contacts identified in the SoW (or if none, the Relationship Managers) shall attempt in good faith to resolve the Dispute;
  - 22.1.2 if the Escalation Contacts (or Relationship Managers) are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the respective Senior Escalation Contacts identified in the SoW (or if none, the respective managing directors) who shall attempt in good faith to resolve it.
- 22.2 Nothing in this clause 22 shall prevent either party from commencing or continuing court proceedings in relation to the Dispute, in particular where a party wishes to seek injunctive or other equitable relief.

## **23. Conflict**

If there is an inconsistency between any of the provisions of the Agreement and the provisions of any Statement of Work, the provisions of the Agreement shall prevail unless the relevant Statement of Work expressly refers to and amends a specific provision of this Agreement.

## **24. Variation**

No variation of the Agreement or any Statement of Work shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **25. Waiver**



25.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

25.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **26. Rights and Remedies**

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **27. Severance**

27.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

27.2 If any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **28. Entire Agreement**

28.1 The 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.

28.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

## **29. Assignment and Other Dealings**

29.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement or a Statement of Work without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

29.2 Acronyms may subcontract or otherwise delegate the performance of any of its obligations under the Agreement and/or a Statement of Work, provided always that:

29.2.1 no such subcontracting or delegation shall relieve Acronyms from any such liability, obligation and responsibility; and

29.2.2 Acronyms shall remain primarily responsible and liable for the activities sub-contracted or delegated, and for such of the acts and omissions of any sub-contractors in respect of such activities as would render Acronyms liable had such acts or omissions been its own.

## **30. No Partnership or Agency**

30.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

30.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### **31. Third Party Rights**

31.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

### **32. Notices**

32.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:

32.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

32.1.2 sent by email (with a copy by first class post) to the respective Relationship Manager at the address at the given at the start of this Agreement or such alternative email recipients and addresses as may be notified by a party in accordance with this clause 32:

32.2 Any notice or communication shall be deemed to have been received:

32.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

32.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

32.2.3 if sent by email, at the time of transmission.

32.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **33. Counterparts**

33.1 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

33.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

33.3 No counterpart shall be effective until each party has executed at least one counterpart.

### **34. Governing Law**

The 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 shall be governed by and construed in accordance with the law of England and Wales.

### **35. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.