

NETPREMACY LIMITED

AND

[INSERT NAME OF CUSTOMER]

PROFESSIONAL SERVICES FRAMEWORK AGREEMENT

Parties:

- (1) **NETPREMACY LIMITED** incorporated and registered in England and Wales with company number 4050972 whose registered office is at 6 Wellington Place, Leeds, LS1 4AP ("**Netpremacy**"); and
 - (2) **[INSERT CUSTOMER NAME]** incorporated and registered in **[INSERT COUNTRY]** with company number **[INSERT COMPANY NUMBER]** whose registered office is at **[INSERT ADDRESS]** (the "**Customer**");
- (together the "**Parties**" and individually a "**Party**").

Background:

- (A) Netpremacy provides IT consultancy services and the Customer wishes to purchase IT consultancy services from Netpremacy from time to time.
- (B) The Parties have agreed that the Customer may engage Netpremacy to provide IT consultancy services (as detailed in individual Statements of Work agreed between the Parties from time to time) subject to and in accordance with the terms and conditions of this Agreement.

It is hereby agreed as follows:

1. **Definitions and Interpretation**

- 1.1. In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Agreement" means this Professional Services Framework Agreement, together with any Statements of Work concluded under it and (if applicable) the Data Processing Addendum.

"Charges" means the charges, costs of materials and expenses to be paid by the Customer to Netpremacy in connection with the provision of the Services.

"Change" shall have the meaning given in clause 5.1.

"Data Processing Addendum" means the Data Processing Addendum appended to this Agreement at Appendix 1.

"Deliverables" means any and all software, products and/or materials developed and/or supplied by Netpremacy under this Agreement and/or in connection with the Services, as detailed in the applicable Statement(s) of Work.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the World.

"Services" means the services to be provided by Netpremacy to the Customer under this Agreement (including any Deliverables), as detailed in the applicable Statement(s) of Work.

"Statement of Work" or "SOW" means an individual contract for the provision of Services agreed between the Parties pursuant to this Agreement.

2. **Statements of Work**

- 2.1. This Agreement shall operate as a framework agreement for the provision of Services as detailed in individual Statements of Works agreed between the Parties from time to time. Any number of Statements of Work may be added to this Agreement at any time upon agreement of such Statements of Work by the Parties. Netpremacy shall have no obligation to provide any proposed Services unless the Parties have signed a Statement of Work relating to those Services.
- 2.2. Each Statement of Work, when executed by an authorised representative of both Parties, shall constitute a separate agreement and, except for provisions in this Agreement which are specifically excluded or modified in such Statement of Work, each such Statement of Work shall incorporate therein all the terms and conditions of this Agreement.
- 2.3. No addition to, variation of, exclusion or attempted exclusion of any term or condition of this Agreement, or any Statement of Work, shall be binding on either Party unless it is set out in writing and signed by a duly authorised representative of each Party.

3. **Netpremacy's Obligations**

- 3.1. Netpremacy shall use reasonable endeavours to provide the Services to the Customer in accordance with any delivery dates set out in the relevant Statement of Work. However, unless expressly agreed otherwise in writing, any delivery dates specified in any Statements of Work shall be estimates only and time shall not be of the essence.
- 3.2. Netpremacy shall at all times whilst this Agreement remains in force maintain all necessary licenses and consents and comply with all relevant legislation in relation to the performance of the Services.
- 3.3. Netpremacy shall cooperate with the Customer (as the Customer may reasonably require) in all matters relating to the performance of the Services.
- 3.4. Where any part of the Services are to be performed at the Customer's premises, Netpremacy shall observe and ensure that its personnel observe, all health and safety rules and regulations and any security requirements that apply at the Customer's premises provided that Netpremacy has been notified of the same.
- 3.5. Subject to clause 3.7 and 3.8, Netpremacy warrants that it will perform the Services using reasonable skill and care and that any Deliverables will materially comply with their description or specification as set out in the relevant Statement of Work for a period of 30 days from delivery.
- 3.6. If the Customer notifies Netpremacy in writing of any breach of the warranties given in clause 3.5, then Netpremacy shall use its reasonable endeavours to correct or remedy any defect(s) in the Services or Deliverables notified to it as soon as reasonably practicable, or (if it is not reasonably possible to correct or remedy any such defect(s)) refund to the Customer an appropriate proportion of any fees paid for the affected Services or

Deliverables. This clause sets out the Customer's sole remedy for any breach of the warranties under clause 3.5.

- 3.7. To the extent any Deliverable consists of software, Netpremacy does not warrant that the software will operate uninterrupted or be error free. The warranty in clause 3.3 shall not apply to the extent any defect is caused by the Customer or any third party.
- 3.8. If under any Statement of Work Netpremacy is required to provide or deliver any software, goods and/or services which are proprietary to, or supplied by, a third party ("**Third Party Products**"), Netpremacy does not give any warranty, guarantee or other term or condition as to their quality, fitness for purpose, non-infringement or otherwise, but shall, where possible, pass on to the Customer the benefit of any warranty, guarantee or indemnity given by the relevant third party supplier of such Third Party Products to Netpremacy.

4. **Customer's Obligations**

- 4.1. The Customer shall co-operate with Netpremacy (as Netpremacy may reasonably require) to enable Netpremacy to perform the Services and in relation to all matters relating to the activities to be performed under any Statement of Work.
- 4.2. To the extent required or applicable, the Customer shall provide in a timely manner such access to the Customer's premises, systems, personnel and data, and such office accommodation and other facilities, as is reasonably required by Netpremacy in order to carry out the Services.
- 4.3. The Customer shall provide in a timely manner such information and other assistance as Netpremacy may request in order to carry out the Services and ensure that any information it provides is accurate in all material respects.
- 4.4. To the extent applicable, the Customer shall be responsible (at its own cost) for preparing any relevant premises for the supply of the Services.
- 4.5. If Netpremacy's performance of its obligations under this Agreement, or any Statement of Work, is wholly or substantially prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees (including any failure to comply with the requirements of this clause 4), the Customer shall in all circumstances be liable to pay to Netpremacy on demand all reasonable costs or charges sustained or incurred by it as a result of such act or omission or failure, subject to Netpremacy confirming such costs and charges to the Customer in writing and Netpremacy using reasonable endeavours to mitigate such costs or losses wherever possible.

5. **Change Control**

- 5.1. Either Party shall be entitled to request a change to the scope or execution of any Services (a "**Change**") by submitting details of the requested change to the other Party in writing.
- 5.2. If either Party requests a Change to the scope or execution of any Services, Netpremacy shall, within a reasonable period of time, provide a written estimate to the Customer of:
 - 5.2.1. the likely time required to implement the Change;
 - 5.2.2. any variations to Netpremacy's Charges arising from the Change;

- 5.2.3. the likely effect of the Change on any delivery dates; and
- 5.2.4. any other impact of the Change on the relevant Statement of Work.
- 5.3. If the Customer wishes Netpremacy to proceed with the Change, Netpremacy has no obligation to do so unless and until the Parties have agreed in writing on the necessary variations to its Charges, any delivery dates and any other relevant provisions within the relevant Statement of Work to take account of the Change.
- 5.4. Netpremacy may charge for the time it spends assessing a request for a Change from the Customer on a time and materials basis in accordance with its standard daily fee rates in force at the applicable time. If the investigation and/or preparation of the Change is likely to impact any delivery date(s), Netpremacy shall be under no obligation to consider the change until agreement has been reached with the Customer on any revisions required to any delivery date(s).
- 6. **Charges and Payment**
 - 6.1. The basis of calculating the Charges payable for the provision of the Services shall be as stated within the applicable Statement of Work. The provisions of clause 6.2 shall apply where the Services are provided on a time and materials basis and the provisions of clause 6.3 shall apply where the Services are provided on a fixed price basis. The remainder of this clause 6 shall apply in either case.
 - 6.2. Except to the extent expressly stated otherwise in any applicable Statement of Work, where the Services are provided on a time-and-materials basis:
 - 6.2.1. the Charges payable for the Services shall be calculated in accordance with Netpremacy's standard daily fee rates, as amended from time to time, details of which will be set out in the applicable Statement of Work or available from Netpremacy on request;
 - 6.2.2. Netpremacy's standard daily fee rates are calculated on the basis of an eight-hour day worked between 9.00 am and 5.00 pm on weekdays (excluding weekends and public holidays in England);
 - 6.2.3. Netpremacy shall be entitled to charge on a pro-rata basis for part days worked, and reserves the right to apply an overtime rate (to be agreed between the Parties) where it is asked or required to work outside the hours referred to in clause 6.2.2;
 - 6.2.4. Netpremacy shall ensure that all members of its project team complete time sheets recording time spent in the performance of the Services, and Netpremacy shall use such time sheets to calculate the Charges covered by each monthly invoice referred to in condition 6.2.5; and
 - 6.2.5. Netpremacy shall invoice the Customer monthly in arrears for its Charges for time, cost of materials and expenses (together with VAT where appropriate) for the month concerned, calculated as provided for in this clause 6.
 - 6.3. Except to the extent expressly stated otherwise in any applicable Statement of Work, where the Services are provided for a fixed price basis:

- 6.3.1. subject to clause 6.3.3 and 6.4, the total Charges for the Services shall be the amount set out in the applicable Statement of Work;
- 6.3.2. Netpremacy shall invoice the Customer in advance for Charges as well as the cost of materials and expenses (together with VAT where appropriate), unless the relevant Statement of Work provides for invoicing upon the completion of milestones in which case the Customer will be invoiced upon completion of each relevant milestone; and
- 6.3.3. any fixed price stated in a Statement of Work excludes the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred in connection with the Services, and the cost of any materials or Third Party Products reasonably and properly provided in connection with the Services, all of which shall be invoiced by Netpremacy at cost.
- 6.4. All Charges detailed in any Statement of Work are exclusive of VAT (and any similar sales taxes) which (where applicable) shall be added to each invoice at the rate prescribed by law.
- 6.5. The Customer shall pay each invoice submitted to it by Netpremacy in full, without deduction or set-off and in cleared funds, within thirty (30) days of its receipt of such invoice. All payments shall be made by direct bank transfer into Netpremacy's nominated bank account.
- 6.6. Without prejudice to any other right or remedy that Netpremacy may have, if the Customer fails to pay Netpremacy any Charges on or before the due date for payment Netpremacy may:
 - 6.6.1. charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/ or
 - 6.6.2. suspend performance of any Services until payment has been made in full.
- 6.7. All outstanding Charges payable to Netpremacy shall become due immediately on termination of this Agreement and/ or any applicable Statement of Work.

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights and all other rights in any Deliverables or arising from the Services shall be owned by Netpremacy and Netpremacy hereby grants to the Customer a royalty-free, non-exclusive, worldwide licence to use such Intellectual Property Rights to such extent as is necessary to enable the Customer to make reasonable use of the Services and Deliverables for their intended purpose. If Netpremacy terminates this Agreement under clause 10.2, the licence granted under this clause will automatically terminate.
- 7.2. Subject to clause 7.3 and 7.4, Netpremacy warrants that it has full authority to licence the use of any Intellectual Property Rights provided to the Customer under this Agreement in accordance with clause 7.1. If any claim is brought or threatened by a third party against the Customer alleging that its use of any such Intellectual Property Rights licensed by Netpremacy in accordance with clause 7.1 infringes the rights of the third party (an "IP

Claim"), Netpremacy shall at its own expense defend the IP Claim and shall indemnify the Customer against all damages and costs awarded against the Customer or agreed by Netpremacy by way of settlement in respect of such IP Claim provided that:

- 7.2.1. the Customer informs Netpremacy promptly and fully in writing of any IP Claim and does not concede or otherwise prejudice the IP Claim;
- 7.2.2. the Customer authorises Netpremacy to assume sole conduct of the IP Claim; and
- 7.2.3. the Customer gives Netpremacy all reasonable assistance in defending and/ or resolving the IP Claim (subject to Netpremacy meeting the Customer's reasonable costs incurred in providing such assistance).

7.3. Subject to the Customer complying with the provisions in clauses 7.2.1 to 7.2.3 (inclusive) above, if any Intellectual Property Rights licensed by Netpremacy under clause 7.1 do infringe a third party's Intellectual Property Rights, Netpremacy shall at its expense and discretion either procure for the Customer the right to continue to use those rights or adapt or replace the infringing Intellectual Property Rights, or (if none of the preceding options can be achieved on reasonable commercial terms), terminate the Customer's licence in respect of the infringing Intellectual Property Rights and refund the fees paid by the Customer for those elements. The Customer's sole remedy for breach of the warranty set out 7.2 is as set out in this clause 7.3.

7.4. Netpremacy shall have no obligations or liability under clause 7.2 or 7.3 or any other provision of this Agreement, to the extent any IP Claim:

- 7.4.1. is based on any acts or omissions of the Customer, or Netpremacy using any materials supplied by the Customer or following any instructions issued by the Customer; or
- 7.4.2. arises as a result of use of the Intellectual Property Rights licensed under clause 7.1 in combination with any equipment or programs not supplied by Netpremacy; or
- 7.4.3. arises as a result of any modification, or other change, to any Deliverables which was not carried out by Netpremacy; or
- 7.4.4. arises as a result of the use, or supply, of any Third Party Products, in respect of which Netpremacy's only obligation shall be as set out in clause 3.8.

8. **Confidentiality, Property and Data Protection**

8.1. Netpremacy shall keep in strict confidence all technical or commercial information, know-how, personal data, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Netpremacy by the Customer or its employees, agents or sub-contractors, and any other confidential information concerning the Customer's business or its products which Netpremacy may obtain (collectively "**Customer Confidential Information**"). Netpremacy shall restrict disclosure of such Customer Confidential Information to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging Netpremacy's obligations to the Customer

under this Agreement and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality equivalent to those set out in this clause.

- 8.2. The Customer shall keep in strict confidence all technical or commercial information, know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Netpremacy or its employees, agents or sub-contractors, and any other confidential information concerning Netpremacy's business or its products which the Customer may obtain (collectively "**Netpremacy Confidential Information**"). The Customer shall restrict disclosure of such Netpremacy Confidential Information to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to Netpremacy under this Agreement and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality equivalent to those set out in this clause.
- 8.3. All materials, equipment and tools, drawings, specifications and data supplied by Netpremacy to the Customer shall at all times be and remain the exclusive property of Netpremacy, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Netpremacy, and shall not be disposed of or used other than in accordance with Netpremacy's written instructions or authorisation.
- 8.4. To the extent that Netpremacy processes any personal data on behalf of the Customer in performing any Services under this Agreement, then the Parties agree to comply with the Data Processing Addendum set out in Appendix 1.
- 8.4. This clause 8 shall survive termination of this Agreement for any reason.

9. **Limitation of Liability**

- 9.1. Subject to clause 9.3, Netpremacy shall not in any circumstance be liable to the Customer (whether in contract, tort, breach of statutory duty, negligence or otherwise) under or in connection with this Agreement, for any loss of profits (actual or anticipated), loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or damage to data, or for any indirect, incidental, consequential or special loss or damage.
- 9.2. Subject to clause 9.3, the aggregate liability of Netpremacy, in respect of any and all claims arising under or in connection with this Agreement, any Statement of Work or the legal relationship established by this Agreement or any Statement of Work, (whether in contract, tort, breach of statutory duty, negligence or otherwise) shall be limited so that it shall in no circumstance exceed:
- 9.2.1. in respect of any default or liability relating directly to any Statement of Work, 100% of the total sums payable under that Statement of Work; and
- 9.2.2. in respect of any general default or liability under this Agreement, not covered under clause 9.2.1, 100% of the total sums payable under this Agreement.
- 9.3. Nothing in this Agreement shall exclude or limit Netpremacy's liability for death or personal injury resulting from negligence or in relation to any claim based on fraud, fraudulent misrepresentation, criminal act or a breach of the obligations imposed by s.12, Sale of Goods Act 1979 or s.2, Supply of Goods and Services Act 1982.

9.4. This clause 9 shall survive termination of this Agreement.

10. **Term and Termination**

10.1. This Agreement shall commence on the date that it has been signed by both Parties and shall continue in force thereafter until terminated pursuant to clause 10.2 below or by mutual agreement between the Parties in writing.

10.2. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement and/or a Statement of Work immediately if:

10.2.1. the other Party commits a material breach of this Agreement, or the relevant Statement of Work, and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach; or

10.2.2. the other Party becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events or any events or proceedings occur in the jurisdiction of the other Party that are similar to any of the events mentioned in this clause.

10.3. Termination of this Agreement or any Statement of Work, however arising, shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive termination or implicitly surviving termination.

10.4. Termination of this Agreement under clause 10.2.1 shall not affect any then ongoing Statements of Work which shall continue in full force and effect until the obligations of the Parties thereunder have been completed, unless such Statements of Work are also terminated under clause 10.2.1.

10.5. If a Statement of Work is terminated, Netpremacy shall be entitled to issue invoices for its Charges in respect of all Services properly performed up to the date of termination.

11. **Notices**

11.1. Netpremacy may give notice to the Customer by sending an email to the email address stated in clause 11.2 below, or delivering it by hand or by sending it by post to the address given for the Customer in this Agreement or its registered office or principal place of business. The Customer must provide notice to Netpremacy by sending an email to the email address stated in clause 11.2 below.

11.2. For the purposes of giving notice under clause 11.1 the email addresses of the Parties are as follows:

Party

Netpremacy

Customer

Email

legalteam@netpremacy.com

[INSERT EMAIL ADDRESS]

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11.3. Either Party may update their contact details set out in this clause 11 by notice in writing to the other Party in accordance with this clause 11.

11.4. Notice will be treated as received: if sent by email, when the email is sent to the correct email address; or if delivered by hand, when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery); or if sent pre-paid first-class recorded delivery post, 48 hours after posting.

12. Non-Solicitation

12.1. Neither Party shall, without the prior written consent of the other Party, at any time whilst Services are being provided under this Agreement, and for a period of six (6) months thereafter, solicit or entice away from the other Party or employ or attempt to employ or engage in any capacity any person who is, or has been, engaged as an employee, consultant or sub-contractor of the other Party and who has been engaged in the performance of any activities under this Agreement or any applicable Statement of Work.

12.2. A Party shall not be in breach of clause 12.1 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.

13. Interpretation

13.1. In this Agreement, unless the context requires otherwise:

13.1.1. clause, schedule, appendix and paragraph headings shall not affect the interpretation of this Agreement;

13.1.2. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

13.1.3. a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

13.1.4. words in the singular shall include the plural and in the plural include the singular;

13.1.5. a reference to one gender shall include a reference to the other genders;

13.1.6. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and

- 13.1.7. any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 13.2. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the any particular Statement of Work concluded under this Agreement, the latter shall take precedence with respect to the subject matter of the relevant Statement of Work.
14. **Miscellaneous**
- 14.1. **Force Majeure:** Netpremacy shall not in any circumstances have any liability to the Customer if it is prevented from or delayed in performing its obligations under this Agreement or any Statement of Work or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (involving the workforce of any third party other than Netpremacy), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of a third party's plant or machinery, fire, flood or storm.
- 14.2. **Waiver:** A waiver of any right under this Agreement or any Statement of Work is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- 14.3. **Severance:** If any provision of this Agreement or a Statement of Work is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 14.4. **Entire Agreement:** This Agreement and any applicable Statements of Work concluded under it, shall constitute the entire agreement between the Parties as to the subject matter thereof and shall supersede and replace all negotiations, representations, statements, understandings and undertakings whether written or oral. The Customer acknowledges that in entering into this Agreement or any Statement of Work it has not and will not rely on, and shall have no remedy in respect of, any representation or statement (written or oral) made by any person (whether or not a Party to this Agreement or the applicable Statement of Work) other than those expressly set out in this Agreement or the applicable Statement of Work and that, in respect of the representations and statements which are expressly set out in this Agreement or any Statement of Work, the Customer's only remedies shall be for breach of contract under the terms of this Agreement and the applicable Statement of Work.
- 14.5. **No Implied Terms:** The terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations concerning the supply of the Services and the use of any Deliverables which might but for this clause have effect between Netpremacy and the Customer or would otherwise be implied or incorporated into this Agreement or considered to take effect as a collateral contract, whether by statute, common law, trade usage, course of dealing or otherwise, all of which are agreed to be excluded to the fullest extent permitted by law.

- 14.6. Assignment: Neither Party shall, without the prior written consent of the other, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement or any Statement of Work.
- 14.7. Third Party Rights: This Agreement and any Statement of Work is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit or be enforceable by anyone else.
- 14.8. Governing Law: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.9. 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 this Agreement or its subject matter or formation.

This Agreement shall be deemed to have come into force and effect on the date that it has been signed by both of the Parties below:

Authorised to sign for and on behalf of	Authorised to sign for and on behalf of the
NETPREMACY:	CUSTOMER:

Signed:	Signed:
Name:	Name:
Position:	Position:
Date:	Date:

APPENDIX 1

DATA PROCESSING ADDENDUM

1. Definitions and Interpretation

1.1. In this Addendum, terms defined in the main body of the Agreement (as defined below) shall have the meaning given there and the following terms shall have the following meanings:

1.1.1. **"Agreement"** means the Professional Services Framework Agreement to which this Addendum is appended (including the terms of this Addendum).

1.1.2. **"Data Protection Legislation"**: means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.1.3. **"Domestic Law"** means the law of the United Kingdom or a part of the United Kingdom.

1.2. In this Addendum the terms **"Controller"**, **"Processor"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"processing"** and **"appropriate technical and organisational measures"** shall have the meanings given in the Data Protection Legislation.

2. Data Protection

2.1. Compliance with Data Protection Legislation: Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Addendum is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

2.2. Roles and Responsibilities: To the extent that Netpremacy processes any Personal Data on behalf of the Customer pursuant to this Agreement, or in connection with the provision of the Services, the Customer will be the Controller of that Personal Data and Netpremacy shall be a Processor in relation that Personal Data.

2.3. Customer's Obligations Concerning Data Protection: Without prejudice to the generality of Section 2.2 of this Addendum, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Netpremacy, and processing of Personal Data by Netpremacy, for the duration and purposes of this Agreement.

2.4. Netpremacy's Obligations Concerning Data Protection: To the extent that Netpremacy processes any Personal Data on behalf of the Customer pursuant to this Agreement, or in performing any part of the Services, then without prejudice to the generality of its obligations under Section 2.2 of this Addendum, Netpremacy shall:

2.4.1. process that Personal Data only on the documented written instructions of the Customer unless Netpremacy is required by Domestic Law to otherwise process that Personal Data. Where Netpremacy is relying on Domestic Law as the basis

for processing Personal Data, Netpremacy shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Netpremacy from so notifying the Customer;

- 2.4.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 2.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 2.4.4. not transfer any Personal Data outside of the UK or EEA unless the following conditions are fulfilled: (i) the Customer or Netpremacy has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Netpremacy complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Netpremacy complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 2.4.5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.4.6. notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 2.4.7. at the written direction of the Customer, delete or return Personal Data held by Netpremacy and copies thereof to the Customer on termination of the this Agreement unless required by Domestic Law to store the Personal Data; and
- 2.4.8. maintain complete and accurate records and information to demonstrate its compliance with this Addendum.

- 2.5. Sub-processors: The Customer consents to Netpremacy appointing third-party processors of Personal Data under this Agreement ("**Sub-processors**"). Netpremacy confirms that it has entered or (as the case may be) will enter with any such Sub-processor into a written agreement incorporating terms which are substantially similar to those set out in this Addendum and in either case which will reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Netpremacy, Netpremacy shall remain fully liable for all acts or omissions of any Sub-processor appointed by it pursuant to this Section 2.5 of this Addendum.

3. **Personal Data Processing Purposes and Details**

- 3.1. This Section 3 of this Addendum details the subject-matter and duration of the processing which will be carried on under the Agreement, the nature and purpose of such processing, as well as the type of personal data and categories of data subjects.
- 3.2. Subject Matter of Processing: Netpremacy has been engaged by the Customer to provide IT consultancy services to the Customer on the terms set out in this Agreement.
- 3.3. Nature of Processing: In the course of providing the services Netpremacy may be required to process Personal Data on behalf of the Customer.
- 3.4. Purpose of Processing: The purpose of the processing shall be to perform the Services.
- 3.5. Duration of Processing: The Personal Data shall be processed for so long as the Services are being provided.
- 3.6. Types of Personal Data: Any Personal Data concerning the Data Subjects detailed below held on the systems of the Customer or which the Customer requires Netpremacy to process in performing the Services.
- 3.7. Categories of Data Subject: Means any Data Subjects whose Personal Data is held on the systems of the Customer or whose Personal Data the Customer requires Netpremacy to process in performing the Services, including personnel of the Customer (and its group), customers and prospective customers of the Customer (and its group) and suppliers and prospective suppliers of the Customer (and its group).
- 3.8. Further details of the processing which will be undertaken by Netpremacy under this Agreement shall (where applicable) be detailed in individual Statements of Work.