

MULTI-SERVICE FRAMEWORK AGREEMENT

CONTRACTING PARTIES

1	Specialist Computer Centres PLC	a company registered in England with number 01428210 and whose registered office is at James House, Warwick Road, Birmingham B11 2LE (" SCC ")
2	Customer name:	[XXXX] (the " Customer ")
	Customer registration number:	[enter]
	Customer registered office:	[enter]

COMMENCEMENT

SCC Framework Agreement reference:	
Framework Effective Date:	

SIGNATURES

This Framework Agreement is effective from the Framework Effective Date upon signature by the parties below.

Signed for and on behalf of SCC by:	Signed for and on behalf of Customer by:
Name:	Name:
Signature:	Signature:
Position:	Position:
Date:	Date:

1 DEFINITIONS AND INTERPRETATION

1.1 In these Framework Terms, each Order and relevant Service Annex, the following terms shall have the following meanings:

Access	means the Customer's remote, electronic or physical access to the Services;
Affiliate	means any corporation, firm, partnership or other entity that directly or indirectly Controls, or is Controlled by, or is under common Control with the relevant Party;
Authorised Representative	means a person duly authorised by a Party to perform the obligations of that Party under this Framework Agreement or an Order;
Beyond Economic Repair	<p>means any Supported Equipment, which has come to the end of its natural service life or which is beyond economic repair in the circumstances specified below:</p> <ul style="list-style-type: none"> a) the cost of the required replacement to make the Supported Equipment properly functional (for the avoidance of doubt, excluding any labour costs) will exceed 50% of the current list or new replacement equipment price, as determined by SCC (acting reasonably); b) any required spare parts or components are no longer available from the manufacturer; and/or c) any item of Supported Equipment experiences or suffers persistent faults or component failure, <p>provided always that Beyond Economic Repair will be evidenced by SCC's engineer in a written report, which will state the reason(s) why the item has become Beyond Economic Repair;</p>
Business Day	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Change Control Procedure	means the procedure for the management of changes to the Framework Agreement, an Order and/or Service Annex, as set out in Clause 11 (Change Control Procedure);
Change Report	has the meaning set out in Clause 11.4 (Change Control Procedure);
Change Request	means a request by either Party, submitted using the Change Request Form, to amend the Framework Terms, Service Specific Terms, Special Terms and/or an Order;
Change Request Form	means the form set out at Schedule 2 (Change Request Form) of this Framework Agreement;
Charges	means the charges specified in the relevant Order payable by the Customer for the supply of the Services and Products by SCC;
Confidential Information	<p>means:</p> <ul style="list-style-type: none"> a) the Framework Terms, Service Specific Terms, Special Terms and each Order and all sums payable under it; and b) all information which is confidential to a Party or its Affiliates (including in respect of SCC, sub-contractors and Third Party Vendors) or otherwise not publicly available (in both cases either in its entirety or in part), including know-how, trade secrets or business methods, technical, business, financial and product development plans, forecasts, customer lists, customer information, strategies or other matters connected with the Services, and any other information which a reasonable person would consider to be of a confidential nature

	(whether or not marked as confidential), but shall exclude the Excluded Information with effect from the date that it becomes Excluded Information;
Consultant	means an employee, agent or sub-contractor employed or engaged by or on behalf of SCC to provide the Services;
Control	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares or power, ability to appoint directors, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
Customer	means in respect of: a) this Framework Agreement, the entity identified as the Customer in the Contracting Parties table on page 1 of this Framework Agreement; and b) an Order, the Customer or the Customer Party identified in that Order;
Customer Affiliate	means in the case of a Customer, any Affiliate of the Customer;
Customer Contract Manager	means the person duly authorised by the Customer to perform the obligations of the Customer under an Order and for liaising with SCC in respect of all matters concerning that Order;
Customer Equipment	means any Customer owned, leased, licensed and/or managed equipment located on SCC's premises, as detailed in the Service Annex(es) to an Order
Customer Infrastructure	has the meaning set out in Clause 4.11 (Supply of Services);
Customer Intellectual Property	has the meaning set out in Clause 13.1 (Intellectual Property Rights);
Customer Obligations	has the meaning set out in Clause 5.1 (Customer Obligations);
Customer Party	means a Customer Affiliate that may place Orders under this Framework Agreement;
Customer Site	means the address(es) for the delivery of the Services to the Customer as set out in the relevant Service Annex to an Order;
Data Centre Services	means data centre services to be provided by the SCC to the Customer, as specified in the relevant Service Annex;
Data Protection Legislation	means all applicable data protection and privacy legislation from time to time in force as applicable to a Party, including (a) the EU GDPR; (b) the Data Protection Act 2018 and the UK GDPR (as defined in the Data Protection Act 2018) (and regulations made thereunder); (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (d) any applicable laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Day Rate	means the Charges for a Consultant working during Working Hours on a Business Day, as specified in the relevant Order;
Dependency Failure	has the meaning set out in Clause 6.2 (Dependency Failures and Relief);
Discloser:	has the meaning set out in Clause 19 (confidentiality);
Dispute Resolution	means the procedure for the resolution of disputes arising under this Framework Agreement and each Order set out in Clause 24 (Dispute

Procedure	Resolution Procedure);
End User Terms:	<p>means where applicable to an Order:</p> <ul style="list-style-type: none"> a) the then-current version of any Third Party Vendor's standard end user licence/subscription terms; and/or b) any applicable support terms, <p>provided by SCC or the Third Party Vendor to the Customer, and in each case, governing the Customer's use or receipt of any Products (Third Party Software only) or Pass-Through Services;</p>
EU SCC's	<p>means the standard contractual clauses contained in the annex to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council published at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj and any amendment or replacement pursuant to Article 46(5) of the GDPR</p>
EU GDPR:	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Excluded Information	<p>means information which:</p> <ul style="list-style-type: none"> a) was or becomes publicly known through no default or breach of this Framework Agreement or an Order by the receiving Party; b) was or becomes lawfully known to the receiving Party without restriction from a source other than the disclosing Party who itself obtained it without any confidentiality obligation; c) which has been demonstrated by the receiving Party to the disclosing Party to have been independently developed by the receiving Party; or d) is approved for disclosure by the Party which has provided it without restriction in a document signed by an Authorised Representative of such Party;
Excluded Services	means those activities that are excluded from the scope of the Services, as described in Clause 7 (Excluded Services), the Order and/or elsewhere in the Framework Agreement;
Fit for Purpose	has the meaning set out in Clause 4.11 (Supply of Services);
Fix	means the point at which SCC deems that Supported Equipment has been returned to Good Working Order;
Force Majeure	<p>means any cause preventing a Party from performing any or all of its obligations under this Framework Agreement or an Order, which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party, including strikes, lockouts or other industrial disputes, protest, act of God, war, military operations, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the act or omission of government, highways authorities, public communications providers or other competent authority, accident, breakdown of plant or machinery, fault or defects in or unavailability of software used to support the provision of Services, fault or loss of electricity supply, fire, explosion, flood, storm, inclement weather, drought, lightning, epidemic or any of the above events affecting suppliers or subcontractors, difficulty, delay or failure in manufacture, production or supply by third parties of any services, equipment and/or products or any part thereof (to the extent only that such difficulty, delay or failure was caused by an event of Force Majeure affecting that third party) or failure to obtain way leaves or</p>

	any other necessary consents or permissions having used reasonable endeavours to do so;
Framework Agreement	means this agreement, together with all of its Schedules and attachments, as amended from time to time;
Framework Effective Date	means the date of this Framework Agreement, as set out in the Commencement and Duration table on page 1 of this Framework Agreement;
Framework Terms	means the terms and conditions set out in Clauses 1 to Error! Reference source not found. (inclusive) of this Framework Agreement;
Good Working Order	means a materially similar degree of functionality as existed prior to the fault which is logged with SCC, provided always that such degree of functionality takes into account the age of the product;
Hardware	means equipment comprising information technology, communications technology and/or imaging and printing technology, together with related documentation, accessories, parts, and upgrades;
Hours of Support	means the hours of support for the relevant Services detailed in the applicable Service Annex(es) of the relevant Order;
Incident	means an event relating to Supported Equipment as specified in the relevant Service Annex to an Order;
Incident Resolution	means the point in time at which SCC (acting reasonably at all times) considers an Incident to have been successfully resolved by either: a) SCC returning the relevant Services or Supported Equipment (as applicable) to a level of performance substantially in accordance with its agreed specification; or b) SCC referring the Incident to the relevant Third Party Vendor of the Supported Equipment or Resolver Group; or c) as otherwise specified in the relevant Service Annex to an Order.
Incident Resolution Timescale	means the period of time specified in a Service Annex to an Order during which SCC will use reasonable endeavours to perform Incident Resolution;
Indemnified Party	means the Party that receives the benefit of the indemnity for any losses arising under Clause 14 (Indemnity);
Indemnifying Party	means the Party that agrees to indemnify and hold harmless the other Party for any losses arising under Clause 14 (Indemnity);
Initial Services Term	means the initial term for the provision of the Services, as specified in the relevant Order, which shall commence on the Service Commencement Date;
Insolvency Event	means any of the following events affecting a Party to this Framework Agreement or an Order. A Party: a) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; b) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); c) has an application to appoint an administrator made or a notice of

	<p>intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;</p> <p>d) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;</p> <p>e) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;</p> <p>f) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or</p> <p>g) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the above events;</p>
Intellectual Property Rights	means any copyright, moral right, patent, supplementary protection certificate, trade mark, trade name, service mark, design right, database right, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or related intellectual property rights (whether registered or not) and applications for such rights anywhere in the world;
Modification	means any modification or addition to the Supported Equipment by the Customer;
Order	<p>means:</p> <p>a) regarding any Services, an order entered into by SCC and the Customer in accordance with Clause 2 (Framework Agreement and Orders) that is in the form set out at Schedule 1 (Order Template) or (SoW Template) and incorporates the Framework Terms, the applicable Service Annexes and any Special Terms;</p> <p>b) regarding any Pass-Through Services, means: i) an order entered into by SCC and the Customer in accordance with Clause 2 (Framework Agreement and Orders) that is in the form set out at Schedule 1 (Order Template) or (SoW Template) and incorporates the Framework Terms and Service Annex 3 (Pass-Through Services); or ii) an order in the form of a purchase order issued by the Customer and accepted by SCC (as applicable);</p> <p>c) regarding any Products, an order in the form of a written purchase order issued by the Customer and accepted by SCC, or in the case of any order placed by the Customer via the Portal, an electronic order form submitted by the Customer and accepted by SCC via the Portal;</p> <p>(as applicable)"</p>
Order Effective Date	means the date of the Order as set out in that Order;
Order Template	means the template Order form for the procurement of Services set out in Schedule 1 to this Framework Agreement
Order Year	means the period of twelve (12) months commencing on the Order Effective Date and each anniversary thereafter;
Party or Parties	<p>means in respect of:</p> <p>a) this Framework Agreement, SCC and the Customer identified in the Contracting Parties table on page 1 of this Framework Agreement; and</p> <p>b) each Order, SCC and the Customer or Customer Party identified in the</p>

	Order.
Pass-Through Services	means: a) any Services specified in Service Annex 3 (Pass-Through Services) to an Order; or b) any other third party provided services included in the Order that are not described in a Service Annex.
Pass-Through Terms	Means (where Pass-Through Services are applicable to an Order) the then-current version of any applicable Third Party Vendor's standard warranty documentation, end user licence/subscription terms, support terms and/or professional services terms (including any statement of work/scoping document agreed directly between the Customer and the relevant Third Party Vendor) governing the Customer's use or receipt of any aspect of the relevant Pass-Through Services, as specified in an Order or notified to the Customer before entering into an Order;
Pass-Through Warranty	has the meaning specified in Clause Error! Reference source not found. of this Framework Agreement;"
"Portal"	means the Supplier's Lifecycle e-commerce tool located at https://lifecycle.scc.com/v6/ (or such other successor location as updated by SCC from time to time);
Products	means any Hardware and/or Third Party Software which the Customer purchases from SCC, under an Order;
Professional Services	means any professional services to be provided by SCC to the Customer, as specified in the relevant Order;
Recipient:	has the meaning specified in Clause 20.1;
Renewal Period	means a period for which the Customer shall be entitled to extend the provision of an Order following expiry of the Initial Services Term, as specified in the Order (if applicable);
Resolver Group	means in respect of any Incident, either the Customer's service desk or third party specified by the Customer in the Order or as otherwise agreed by the Parties in writing, which has responsibility for resolution of that Incident;
SCC Account Manager	means the person duly authorised by SCC for liaising with the Customer in respect of all matters concerning an Order;
SCC Intellectual Property	has the meaning set out in Clause 13.3(a) (Intellectual Property Rights);
Schedule	means a Schedule to this Framework Agreement;
Service Annex	means in respect of: (1) an Order for Services based on the Order Template, the description contained in the annex(es) to that Order, each such Service Annex incorporates: a) Part A: Service Specification; b) Part B: Service Levels (if applicable); and c) Part C: Service Specific Terms; or: (2) an Order for Services which are Professional Services based on the SoW Template, the appropriate sections of that Order that refer to the

	Service Specification, Service Levels and Service Specific Terms.
Service Commencement Date	means the date(s) for commencement of the provision of the applicable Services, as specified in the relevant Order;
Service Credits	means any service credits specified in a Service Annex to an Order which are calculated in accordance with the applicable provisions of the relevant Service Levels where SCC fails to achieve the Service Levels;
Service Levels	means any Service Levels set out in a Service Annex;
Service Request	means a request from the Customer to provide a non-Incident based activity;
Service Specific Terms	means the supplemental terms and conditions relating the provision and/or access and use of the applicable Services, as set out in a Service Annex;
Service Specification	means the specification of the Services, as set out in a Service Annex;
Services	means the services that SCC shall provide to the Customer, as specified in the relevant Order, and detailed in the relevant Service Annex(es) to such Order;
Services Notice Period	means the notice period for termination of an Order, following expiry of the Initial Services Term, as specified in the Order;
SoW Template	means the template Statement of Works form for the procurement of Professional Services set out in Schedule 1 to this Framework Agreement;
Special Terms	means any terms set out in an Order, which amend the Framework Terms and/or Service Specific Terms;
Supported Equipment	means, where applicable to an Order, any equipment or software detailed in a Service Annex to an Order as "Supported Equipment";
Technical Specification	means (where applicable to an Order) the quantities, maximum capacity, specification or rating for the Services specified in a Service Annex;
Third Party Software	<p>means any third party software:</p> <ul style="list-style-type: none"> a) that is sold by SCC to the Customer under an Order for Products and which is licensed directly to the Customer by the relevant Third Party Vendor (or licensor) on such Third Party Vendor's End User Terms which come with the relevant Third Party Software; and/or b) that is (i) used by SCC itself in the provision of the Services and/or (ii) made available by SCC to the Customer for use by the Customer as part of the Services, (in which case such software must be expressly specified as being provided by SCC in the applicable Order concerned); and in each case, where such software is licensed to the Customer by the applicable Third Party Vendor (not by SCC) on the applicable Third Party Vendor's End User Terms provided by SCC or the Third Party Vendor to the Customer together with the software; <p>(each as the case may be)</p>
Third Party Vendor	means the relevant third party manufacturer, vendor, authorised distributor or licensor (as applicable) of the relevant Products or Pass-Through Services;"
Transfer Regulations	has the meaning set out in Clause 9.2(a) (Employees);
Transition	means the date specified in the Order for the commencement of the

Commencement Date	provision of the Transition Services;
Transition Plan	means a transition plan for the provision of the Transition Services, as set out or referred to in a Service Annex for Transition Services where applicable;
Transition Services	means the services, if any, as specified in a Service Annex for transition services, to be provided by SCC in accordance with the Transition Plan set out in such Service Annex;
UK Addendum	means the UK international data Transfer addendum to the EU SCCs issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18. The current version of which is published on the ICO's website at https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/
User	means a person authorised by the Customer to access and use the relevant Services;
VAT	means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended); and
Working Hours	means the working hours applicable to Services and unless stated otherwise in the relevant Service Annex or an Order, such working hours are between 9:00am and 5:30 pm on any Business Day.

1.2 Interpretation:

- (a) The headings used in these Framework Terms or an Order are inserted for convenience only and shall not affect the interpretation or construction of these Framework Terms and an Order.
- (b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- (c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any statute or statutory provision shall include (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the Framework Effective Date.
- (e) References to: (i) "Clauses" shall mean clauses of these Framework Terms; (ii) "Paragraphs" shall mean paragraphs of the Service Specific Terms and the Special Terms; and (iii) "Sections" shall mean sections of an Order.
- (f) References to "written", "in writing" or any similar expression shall include e-mail correspondence.
- (g) References to "Services" in these Framework Terms, including without limitation any references to "Product Supply Services", shall not include or be interpreted as including a reference to any "Product(s)" supplied by SCC to the Customer pursuant to these Framework Terms.

1.3 Precedence:

In the event of a conflict or ambiguity between these Framework Terms and an Order and a Service Annex to such Order, the following order to precedence shall apply:

- (a) firstly, the Order (excluding the Service Annex);
- (b) secondly, the Service Annex; and
- (c) lastly, these Framework Terms.

2 FRAMEWORK AGREEMENT AND ORDERS

- 2.1 This Framework Agreement governs the overall relationship of the Parties in relation to the Services and Products provided by SCC to the Customer under an Order and sets out the procedure for the Customer to request the provision of Services from SCC and terms and conditions that shall apply to the provision of such Services.
- 2.2 These Framework Terms shall be incorporated into each Order and may be supplemented by the relevant Service Specific Terms and any Special Terms (as applicable).

Orders and Ordering Procedure

- 2.3 Where the Customer requires SCC to supply Services to the Customer, the Customer shall notify SCC.
- 2.4 On receipt of a request from the Customer for Services, if SCC wishes to supply the relevant Services SCC shall prepare a draft Order for the Customer's review and approval.
- 2.5 Appended to each Order (depending on the Customer's choice of required Services) will be one or more Service Annexes. For avoidance of doubt any Service Specifications, Service Specific Terms or Service Levels contained within a particular Service Annex shall only apply to the Services described in the Service Annex in which they reside, and shall in no circumstances apply to or affect any of the other Service Annexes that may also be appended to that Order, or any subsequent Orders.
- 2.6 Once agreed, an Authorised Representative of each Party shall sign the Order and no amendment shall be made to it except in accordance with the Change Control Procedure. An Order shall not have force, be legally binding or have any other effect unless the Order has been signed by the Authorised Representatives of both Parties to it.
- 2.7 Each Order shall form a separate contract between the Parties to that Order and incorporate these Framework Terms (except for any provisions that are clearly stated in these Framework Terms as only relevant to this Framework Agreement) and the Service Annex relevant to the provision of the Services.
- 2.8 Any amendment to this Framework Agreement agreed by SCC and the Customer pursuant to Clause 11 (Change Control Procedure) shall be deemed to apply to all further Orders from the effective date of such amendment (unless expressly stated otherwise in such amendment).

Rights to modify

- 2.9 On reasonable notice to the Customer (where practicable), SCC reserves the right to modify:
 - (a) the Services (in whole or in part) to the extent compelled by any applicable regulatory or legislative requirement in order to ensure compliance with such regulatory or legislative requirement; and
 - (b) any particular aspect of the Services in the interest of maximising the effectiveness of such Services, provided that such modification does not have a material adverse effect on the Services.

Customer Affiliates

- 2.10 A Customer Affiliate may execute an Order under this Framework Agreement, provided always that the Customer shall:
 - (a) ensure that the Customer Affiliate comply with the Customer's obligations under the applicable Order; and
 - (b) be responsible for the acts, omissions, defaults or negligence of its Customer Affiliates as fully as if they were acts, omissions, defaults or negligence of the Customer itself.

3 COMMENCEMENT AND DURATION

- 3.1 This Framework Agreement shall come into force on the Framework Effective Date and shall (subject to the provisions for earlier termination set out in this Framework Agreement) continue in full force and effect for an initial period of three years and thereafter for as long as any Order entered into under this Framework Agreement remains in full force and effect.
- 3.2 During the term of this Framework Agreement, the Customer or a Customer Party and SCC may enter into Orders for Services and/or Products in accordance with the provisions of Clauses 2

(Framework Agreement and Orders) and 4.14.

4 SUPPLY OF SERVICES

Commencement and Duration

4.1 SCC shall provide:

- (a) if applicable, Transition Services in accordance with the Transition Plan from the Transition Commencement Date specified in the Order; and
- (b) all other Services from the Service Commencement Date and, unless terminated earlier in accordance with Clause 18 (Termination), continue to provide such Services for the duration of the Initial Services Term and, thereafter, for any applicable Renewal Period, or until either Party gives notice to the other in writing for no less than the Services Notice Period to end on or after the last day of the Initial Services Term or the applicable Renewal Period (as appropriate).

Transition Services

4.2 Where SCC agrees to provide Transition Services prior to the relevant Service Commencement Date, each Party's obligations shall be documented in the Transition Plan.

4.3 From the Transition Commencement Date, each Party shall:

- (a) comply with their respective obligations in accordance with the timescales set out in the Transition Plan; and
- (b) work and co-operate with each other to facilitate the orderly transfer of the provision of the relevant Services to SCC.

4.4 The Customer shall not unreasonably withhold or delay its consent to any amendment to the Transition Plan that is proposed by SCC in accordance with the Change Control Procedure.

Services

4.5 SCC shall provide the Services:

- (a) during the Working Hours in accordance with the terms of the relevant Service Annex; and
- (b) in accordance with these Framework Terms, the relevant Order and Service Annex in all material respects.

4.6 SCC shall ensure that the standards of the Services and Incident Resolution Timescales relating to the Services shall be as specified in the relevant Service Levels.

Services for software

4.7 SCC shall be under no obligation to provide Services for any software (including Third Party Software), unless SCC has agreed to provide such Services in the relevant Order.

Exclusivity

4.8 For the term of each Order, the Customer shall not engage either directly or indirectly any third party to provide in whole or part any of the Services provided under that Order without the prior written consent of SCC.

Suspension

4.9 SCC may from time to time:

- (a) temporarily suspend the Services provided under an Order for the purpose of repair, maintenance or improvement of any of SCC's telecommunications and/or computer systems; and/or
- (b) give the Customer instructions about the use of the Services that SCC reasonably considers are necessary for any reason, including in the interests of safety or the quality of services to SCC's other customers. The Customer shall at all times comply with such instructions.

4.10 Prior to SCC acting in accordance with Clause 4.9(a) or 4.9(b), SCC shall:

- (a) give the Customer as much advance written (which may include online) and/or oral notice as it, in its sole discretion, deems to be necessary; and
- (b) restore the affected Services as soon as reasonably practicable after any such temporary suspension.

Customer Infrastructure

- 4.11 SCC provides the Services on the basis that the Customer's existing infrastructure, hardware, software, processes, policies and any other Customer provided elements which are integral to the successful provision of the Services (the "**Customer Infrastructure**") does not prevent SCC from providing the Services or meeting the agreed Service Levels in accordance with the relevant Order ("**Fit for Purpose**").
- 4.12 The Customer acknowledges and accepts that SCC shall not be liable for any Service Credits or any failure to provide the Services or meet the Service Levels and requirements stated, in each case, in respect of the relevant Order to the extent that such failure is due to the fact that the Customer Infrastructure does not meet the requirements of Clause 4.11, provided always that SCC continues to use reasonable endeavours to meet the Service Levels notwithstanding any such issues.
- 4.13 Any work required in order to ensure that the Customer Infrastructure meets the requirements of Clause 4.11 shall be an Excluded Service, unless agreed otherwise by the Parties in accordance with the Change Control Procedure.

Product Supply

- 4.14 Where SCC is to supply Products to the Customer pursuant to an Order, the Parties agree that the provisions in Clauses 4.14 to 4.32 (inclusive) will apply to such Order in respect of Products only.
- 4.15 Delivery of the Products (Hardware only) shall take place at the location(s) agreed by the Parties and specified in the relevant Order (the "**Location(s)**").
- 4.16 When Products (other than any Third Party Software) are delivered to the Customer, the Customer shall inspect the Products immediately upon their arrival to check whether:
- (a) the Products have been damaged in transit; and
 - (b) the Products are those, and in the quantity, specified in the relevant Order.
- 4.17 Regarding:
- (a) any discrepancy between the Products delivered and those specified in the relevant Order and/or any damage to the Products in transit, the Customer shall notify SCC in writing within two (2) Business Days of delivery of the Products to the Location; or
 - (b) non-delivery of any Products (whether a partial delivery or where there has been no delivery at all), the Customer shall notify SCC in writing within two (2) Business Days of receipt by the Customer of SCC's delivery note or invoice (whichever is earlier).
- 4.18 SCC shall not consider any claim for damage in transit, non-compliance with the description of the Products in the relevant Order or non-delivery unless the Customer has complied with the notice requirements in Clauses 4.17(a) 4.17 or 4.17(b) (as applicable) in making such claim.
- 4.19 In the event of any valid claim by the Customer:
- (a) under Clause 4.17(a), SCC shall (upon return of the defective Products at SCC's cost), at SCC's option and cost, either replace the relevant Products or arrange for a repair of the same, within a reasonable time; or
 - (b) under Clause 4.17(b), SCC shall arrange for redelivery of the undelivered Products at no extra cost to the Customer within a reasonable time.
- 4.20 SCC shall use reasonable endeavours to ensure that delivery of Products is on time, however, delivery dates are always subject to change and are given by the relevant Third Party Vendor and SCC as estimates only, without being binding on SCC. The time of delivery will not be of the essence in relation to any such delivery dates given by SCC to the Customer.
- 4.21 If the Customer fails to take delivery of any of the Products when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Products to be delivered on time (except solely on account of SCC's default), the Products will be deemed to have been delivered or performed on the due date and (without prejudice to its other rights) SCC may:
- (a) store or arrange for storage of the Products until actual delivery or sale and charge the Customer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - (b) following written notice to the Customer, sell any of the Products at the best price reasonably

obtainable in the circumstances and charge the Customer for any shortfall below the Charges or account to the Customer for any excess achieved over the Charges, in both cases having taken into account any charges related to the sale.

- 4.22 Unless otherwise specified in an Order, the Customer will provide at its expense at the Location(s) adequate and appropriate equipment and manual labour for off-loading the Products.
- 4.23 Except as provided herein, the Customer shall not be entitled to return any Products without SCC's prior written agreement.
- 4.24 The Customer shall be responsible for the cost of carriage and insurance in respect of all Products returned to SCC, which Products shall also be at the Customer's risk until actual receipt by SCC.
- 4.25 Risk of damage to or loss of the Products will pass to the Customer on delivery.
- 4.26 Title to and property in any Products (Hardware only) will remain vested in SCC until payment in full of the Charges (together with any interest and VAT on the same) and in cleared funds has been received by SCC in respect of those Products and any other Products supplied to the Customer by SCC.
- 4.27 The Customer acknowledges that SCC does not manufacture any of the Products and therefore, any warranties (including any warranty period) given by the relevant Third Party Vendor for any Products will (where applicable) be as specified in the relevant Third Party Vendor's standard warranty documentation or end user licence/subscription terms (as applicable) for such Products. Any such Third Party Vendor's warranty for any Products will apply directly between the Customer and the relevant Third Party Vendor, so SCC (to the extent permitted by applicable law) does not give any warranty itself in respect of such Products and provides such Products "as-is". However, SCC will (where such warranties are assignable) pass on to the Customer the benefit of any warranties which SCC has received itself from the relevant Third Party Vendor under SCC's separate contract with such Third Party Vendor. Unless otherwise specified in an Order for Services, any validation and warranty claims relating to any such Third Party Vendor's warranty for Products are the responsibility of the Customer.
- 4.28 Regarding any Products which are Third Party Software, the Customer acknowledges and agrees that its use of such Third Party Software will be subject to and governed by the relevant Third Party Vendor's End User Terms.
- 4.29 The Third Party Vendor (or the licensor) owns and shall retain all Intellectual Property Rights in the Products.
- 4.30 SCC shall invoice the Customer for any Products on or at any time after despatch of the relevant Products. The Customer shall pay the Charges for any such Products in accordance with Clause 16 (payment).
- 4.31 Unless otherwise specified in an Order for Services, the Customer shall be entirely responsible for:
 - (a) providing a suitable environment for the installation of the Products;
 - (b) the installation of the Products;
 - (c) using the Products in accordance with the manufacturer's instructions and recommendations (including those contained in any applicable End User Terms), and
 - (d) carrying out cleaning operations as recommended by the Product manufacturer or SCC.
- 4.32 In the event the Services include installation of the Products:
 - (a) the Customer shall provide, free of charge, the following facilities to authorised personnel of SCC and its sub-contractors throughout the Customer's normal business hours and at such other times as the Customer authorises after reasonable prior notice from SCC (such authorisation not to be unreasonably withheld or delayed):
 - (i) access to and use of the Customer Equipment and unloading equipment, access to the Customer's employees, the products and the site;
 - (ii) all electric power, lighting, heating and air conditioning reasonably needed by SCC to perform the Services;
 - (iii) office space suitable for this purpose and the provision of normal office services including first aid, photocopying, telephone and facsimile facilities (but excluding any secretarial support, typing and photocopying facilities needs to produce any

documentation for which SCC is responsible), and such facilities may be used only for the purposes of providing the Services;

- (iv) competent operators for the Products and any relevant Customer Equipment; and
- (b) the Customer shall be responsible for ensuring that the Customer's existing hardware and software is properly installed and is sufficient and suitable for its purpose and that any adjustments which may be required are carried out expeditiously.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall comply with the responsibilities and activities set out in this Clause 5, the relevant Order and Service Annex (together the "**Customer Obligations**" and individually a "**Customer Obligation**").

5.2 The Customer shall:

- (a) provide SCC with:
 - (i) all assistance, materials and information reasonably required by SCC for the purposes of enabling SCC to provide the Services, including providing access to staff and technical data, as SCC may reasonably need concerning the Customer's operations; and
 - (ii) timely responses to queries, decisions and approvals which may be reasonably necessary for SCC to undertake any of the Services, and

the Customer shall ensure that information and answers provided in accordance with this Clause 5.2(a) are accurate and complete. SCC shall, to the extent reasonably practicable, give the Customer reasonable prior notice of any information or answers it requires in accordance with this Clause 5.2(a) and shall promptly notify the Customer if it has reason to suspect that any information is inaccurate or incomplete;

- (b) provide full and safe access to the Customer Site, facilities, equipment, materials and telecommunications facilities as SCC shall reasonably require in order to provide the Services;
- (c) ensure that all personnel assigned by the Customer to provide assistance to SCC have the requisite skill, qualification and experience to perform the tasks assigned to them;
- (d) (unless otherwise specified in an Order) obtain all necessary permissions, consents, permits or licences for SCC to perform the Services at the Customer Site, including any consents required for any alterations to the Customer Site;
- (e) take up or remove any fittings or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers as advised by SCC (or its representative) to permit installation of the Services and make good the same;
- (f) if an Order includes Supported Equipment the provisions below shall apply to such Order:
 - (i) allow SCC (or Third Party Vendor), at SCC's request and at no additional charge, to modify Supported Equipment to improve operation, supportability, and reliability, or to meet legislative requirements;
 - (ii) comply with any technical specifications relevant to the Supported Equipment and licence terms relevant to the Supported Equipment;
- (g) (where applicable to the Services) keep confidential any passwords, logon codes and other access methods to the Services. SCC shall not be liable for any disclosure by the Customer of the same, whether intentional or otherwise;
- (h) unless otherwise specified in an Order (including a Service Annex), provide all necessary computer hardware, software and/or telecommunications equipment and services necessary for the Customer to access and use the Services; and
- (i) where necessary for the access and use of the Services, obtain a licence from the relevant Third Party Vendor to use the software (including the Third Party Software).

5.3 In connection with any Services and/or Supported Equipment to be provided and/or located at the Customer Site, the Customer shall:

- (a) at all times provide:

- (i) suitable secure accommodation, assistance, facilities and environmental conditions, including protection from weather and appropriate heating and ventilation, for the installation and housing of the Supported Equipment; and
 - (ii) all necessary electrical power supplies (including back-up) and other installations and fittings for the commissioning and provision of the Services, and the Customer shall at its own cost ensure that:
 - (A) such preparation and provision is effected at the Customer's sole cost before the Services and Supported Equipment are installed and are in accordance with any reasonable specifications provided by SCC; and
 - (B) any restoration and re-decorating at the Customer Site is performed;
 - (b) allow and/or procure that:
 - (i) SCC has an unencumbered and free right of access to the Customer Site during Working Hours for the purpose of delivering the Services; and
 - (ii) SCC's employees, subcontractors and/or agents have safe and sufficient access to the Supported Equipment to allow SCC to provide the Services.
- 5.4 Unless otherwise specified in the Order and if an Order includes Supported Equipment, the Customer shall:
- (a) ensure that any programs or data stored on the Supported Equipment are virus free and full back up copies of all such programs and data are made and retained by the Customer;
 - (b) connect Supported Equipment with cables or connectors (including fibre optics if applicable) that are compatible with the Supported Equipment and, where relevant, interface with SCC's equipment and which are in accordance with the Third Party Vendor's and/or SCC's instructions;
 - (c) ensure that all equipment connected to a Service is connected to and used with the Service in accordance with the Third Party Vendor's and/or SCC's instructions and any safety and security procedures notified to the Customer;
 - (d) maintain details relating to Supported Equipment, including the location, serial numbers and any Third Party Vendor-designated system identifiers and labels for such Supported Equipment;
 - (e) maintain all Supported Equipment at the latest specified configuration and revision levels;
 - (f) ensure that where employees use the Supported Equipment, such employees are competently trained to do so;
 - (g) promptly notify SCC of any faults in the operation of the Supported Equipment and give SCC a minimum of ten (10) Business Days' prior written notice of any Modification to the Supported Equipment prior to such Modification being carried out. SCC shall:
 - (i) acknowledge the Modification in writing; and
 - (ii) notify the Customer if any proposed alteration to the Charges due to such Modification or if such Modification is accepted (such acceptance not being unreasonably withheld or delayed), and

any Modification should be made in accordance with industry standards and the Customer shall only use products and parts approved by the relevant SCC or the relevant Third Party Vendor;
 - (h) ensure the external surfaces of the Supported Equipment are kept clean and in good condition;
 - (i) only use consumables recommended by SCC or the relevant Third Party Vendor;
 - (j) not request, permit or authorise any third party other than SCC or the relevant Third Party Vendor to carry out any modifications, adjustments, repairs or maintenance to the Supported Equipment (or any part of it) without the prior consent of SCC or the relevant Third Party Vendor; and
 - (k) save for mobile hardware, not move the Supported Equipment or any part of it to another site without providing SCC with a minimum of thirty (30) calendar days' prior written notification of any such move of Supported Equipment to another Customer Site. In such event, the Customer accepts movement of Supported Equipment to a new Customer Site may result in changes to the Service Levels and/or Charges for any Service relevant to that Supported Equipment and, in terms of a new location outside of the United Kingdom, shall also be subject to availability in

the destination country.

- 5.5 Unless such Services are expressly stated as being the responsibility of SCC in the relevant Order, the Customer shall be solely responsible for the performance and management of its data back-up and data recovery and SCC shall have no liability whatsoever for the back-up or recovery of the Customer's data. If the Customer requests SCC to provide any assistance in respect of such Excluded Services following execution of an Order which does not include the same, such Excluded Services and the charges for the same shall be agreed by the Parties in accordance with the Change Control Procedure.
- 5.6 SCC maintains title and the Customer shall bear the risk of loss or damage (unless such loss or damage is caused by SCC or its personnel) to any:
- (a) equipment provided by SCC during the performance of the Services, unless otherwise agreed in writing between the Parties; or
 - (b) loan units, if provided at SCC's discretion as part of the Services or warranty services and such loan units will be returned to SCC without lien or encumbrance at the end of the loan period.
- 5.7 The Customer shall not charge, mortgage or otherwise deal with any of the equipment referred to in Clause 5.6 and use all reasonable efforts to prevent third parties from asserting rights in relation to such equipment.

Passwords

- 5.8 In order to obtain Access to certain Services, the Customer will be issued with SCC's telephone number(s) and unique user-IDs and passwords.
- 5.9 The Customer shall:
- (a) be responsible for the security and proper use of all such user-IDs and passwords relating to the Services and shall take all necessary steps to ensure that all such passwords and user IDs are kept confidential, kept secure, used properly and not disclosed to unauthorised people; and
 - (b) immediately give SCC written notice if it becomes aware or should reasonably have become aware that such user-ID or password has become known to someone not authorised to use it or if any user-ID or password is being or is likely to be used in an unauthorised way.
- 5.10 If Clause 5.9(b) applies to the Services or the Customer forgets a user-ID or password, then in order to obtain any new user-IDs or passwords, the Customer shall immediately contact SCC and satisfy such security checks as are required by SCC so that new user-IDs or passwords can be issued to enable Access to be resumed.

6 DEPENDENCY FAILURES AND RELIEF

- 6.1 A failure or delay by the Customer to carry out any task or activity expressed to be a Customer Obligation (including responsibility it takes for the actions of third parties) shall not constitute a breach or delay by SCC of its obligations under this Framework Agreement and/or relevant Order.
- 6.2 If the Customer delays or fails to carry out any task or activities expressed to be a Customer Obligation or is in breach of a Customer Obligation or another term of this Framework Agreement or an Order (a "**Dependency Failure**"), then without prejudice to the SCC's other rights and remedies:
- (a) SCC shall not be in breach of its own obligations under this Framework Agreement and/or the relevant Order (including its obligation to perform the Services in accordance with any Service Levels) to the extent that the Dependency Failure has caused SCC's breach or delay; and
 - (b) any dates for performance of the Services that are impacted by such Dependency Failure shall be extended by a period of time equal to the length of time of the delay caused by such Dependency Failure.
- 6.3 If, and to the extent of a direct result of a Dependency Failure, SCC can demonstrate that it has incurred additional costs, SCC shall be entitled to recover such amount actually incurred from the Customer.

7 EXCLUDED SERVICES

- 7.1 Unless expressly stated otherwise in the relevant Order, the Services exclude the following in addition to any other items expressly excluded in the relevant Order or Service Annex:
- (a) disaster recovery or business continuity planning services. In the event that disaster recovery

and/or business continuity planning are to be provided by SCC, these Services will be detailed within Part A (the Service Specification) of the relevant Service Annex. Where SCC has not contracted to provide disaster recovery and/or business continuity planning under an Order, it is the Customer's responsibility to create and maintain the same and SCC shall have no liability whatsoever for the maintenance of and/or amendments to, the Customer's disaster recovery and/or business continuity plans, procedures or processes;

- (b) any works required as a result of:
 - (i) improper use, negligence, abuse, misuse or accidental or deliberate damage or loss of the Supported Equipment by any person other than SCC or SCC's contractors, including failure to observe any applicable maximum usage limit for Supported Equipment;
 - (ii) improper preparation, provision or maintenance of environmental conditions at the Customer Site or any environmental conditions that do not conform to SCC's or the Third Party Vendor's specifications;
 - (iii) installation, maintenance, repair, support or calibration of the Supported Equipment other than by or on behalf of SCC or its subcontractors;
 - (iv) any failure or fluctuation of electricity supply, climate control or other environmental conditions at the Customer Site;
 - (v) any virus, infection, worm or similar malicious code affecting the Supported Equipment that has not been introduced or caused by SCC or its subcontractor;
- (c) any work required to erase or remove any customer or third party data on Supported Equipment (or parts of it) returned repaired or otherwise handled by SCC;
- (d) repair of any external or cosmetic damage to the Supported Equipment that does not affect the performance or functionality of the Supported Equipment;
- (e) electrical work external to the Supported Equipment;
- (f) relocation of any Supported Equipment;
- (g) provision of any items defined by the relevant Third Party Vendor as being consumable items, including accessories, disposable parts, power cords, rack mounting kits and cables;
- (h) repair to Supported Equipment which:
 - (i) are not in Good Working Order at the commencement of the relevant Order;
 - (ii) have come to the end of their natural service life or for which spare parts are no longer readily available;
 - (iii) are, in the reasonable opinion of SCC (or relevant Third Party Vendor), Beyond Economic Repair; or
 - (iv) are required as a result of a Third Party Vendor's product recall whether in relation to a complete item of Supported Equipment or a component part;
- (i) any work on equipment which is not listed as Supported Equipment in the Order; and
- (j) any work at the site which is not expressly set out in the Order.

7.2 If the Customer requests any Excluded Services and SCC agrees to perform any Excluded Services, then the Customer shall pay SCC's charges for such services on a time and materials basis at SCC's then current charges (or as otherwise agreed by the parties using the Change Control Procedure) and the provision of such Excluded Services shall be subject to the Parties entering into: (i) a new Order; or (ii) a variation to an existing Order via the Change Control Procedure.

8 SERVICE LEVELS AND SERVICE CREDITS

8.1 Service Levels may apply to the provision of certain Services, as specified in the relevant Order and Service Annex. Where Service Levels are so specified then SCC shall perform the applicable Services in accordance with those Service Levels and the relevant provisions of such Order and Service Annex.

8.2 During the term of an Order, changes, for example, projects, upgrades and (if applicable to an Order) additions to the Supported Equipment may occur that may have an impact on the Service Levels. However, SCC will use its reasonable endeavours to ensure that the current operational Service

Levels are not affected by any such change. Where SCC reasonably considers it impossible to do so, SCC may on notice to the Customer suspend certain Service Levels for a limited period only. Such notice to specify the reasons for and period of the suspension.

- 8.3 The Service Levels shall not apply in the monitoring period following the Service Commencement Date if any such monitoring period is specified in the relevant Order (the "**Monitoring Period**"). During any such Monitoring Period, SCC shall use its reasonable endeavours to perform the Services including in accordance with the Service Levels, but no Service Credits or other remedies in respect of any failure to perform the Services (including in accordance with the Service Levels) shall accrue.
- 8.4 SCC may at its sole discretion refuse to provide and/or continue to provide the Services for Supported Equipment which has been declared by a Third Party Vendor to be end of life, Beyond Economic Repair or obsolete. If SCC elects to continue to provide the Services in respect of such Supported Equipment, then the provision of such Services shall be chargeable in accordance with Clause 7.2 and on a reasonable endeavours basis only, and consequently the Service Levels shall not apply and no Service Credits or other remedies in respect of the Service Levels shall accrue in respect of that Supported Equipment.
- 8.5 SCC shall not be in breach of its obligation to perform the Services in accordance with the Service Levels to the extent the failure to meet any Service Level has arisen as a result of the following situations:
- (a) as provided for in Clause 6.2 (Dependency Failures);
 - (b) where the services requested falls within one of the Excluded Services;
 - (c) where the breach of the Service Level has arisen as a result of a fault which is referred to a Third Party Vendor, unless the Third Party Vendor is an authorised subcontractor of SCC;
 - (d) where system restoration timeframes (applications and data) are extensive, so that it is not possible to restore the Supported Equipment or the Service within the time period prescribed in the Service Levels;
 - (e) where the Customer invokes a change to an Incident, therefore, the resolution needs to be rescheduled at the request of the Customer; or
 - (f) where the User is not available when their input is required to resolve the call provided that a minimum of three (3) attempts will be made by SCC to contact the User, after which SCC shall be entitled to suspend the call.
- 8.6 Where Service Credits apply to the Services, Service Credits shall be the Customer's sole and exclusive remedy for the breach of the relevant Service Level unless otherwise specified in an Order.

9 EMPLOYEES

- 9.1 **General:** SCC shall ensure that its employees, contractors and subcontractors shall comply with the Customer's written site security and site health and safety procedures, which are brought to the attention of SCC before entry on a Customer Site.
- 9.2 **Transfer Regulations:**
- (a) The Parties do not believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any provisions replacing or amending those provisions (the "**Transfer Regulations**") will apply to the transactions which are the subject matter of an Order.
 - (b) If, notwithstanding the intention of the parties in clause 9.2(a), the Transfer Regulations do apply to any of the Services which are the subject matter of an Order, the Customer shall indemnify and hold harmless SCC and any subcontractor of SCC, from and against all liability and loss suffered and any costs and expenses reasonably and properly incurred by SCC and any subcontractor of SCC as a result of the Transfer Regulations applying, including all liability and loss suffered and any costs and expenses reasonably and properly incurred arising out of or in connection with the employment of former employees of the Customer and/or any employees of any the Customer's other contractors, including breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed.
- 9.3 **Non-Solicitation:**
- (a) The Parties acknowledge that each has incurred significant costs in the recruitment and training of

its employees engaged in connection with the Services under each Order. Accordingly, each Party agrees with the other that it shall not, and it shall ensure that its Affiliates shall not, solicit or approach in any way, any of the other Party's employees or contractors who are engaged in connection with Services under an Order with a view to offering them employment or to solicit services from them on their own account (whether for itself or another party) during the term of the relevant Order and for a period of six (6) months after the termination or expiration of the relevant Order, other than by means of a general advertising campaign not specifically targeted at any of the staff of the other Party (including its contractors).

- (b) If any employee or individual contractor ceases to be engaged by SCC or the Customer (or any of its Affiliates) (as applicable) (the "**Non-Breaching Party**") as a result of a breach by the other Party or its Affiliates of Clause 9.3(a) (the "**Breaching Party**") and commences employment with, or provides services to the Breaching Party, the Breaching Party shall pay to the Non-Breaching Party a sum equal to fifty per cent (50%) of the annual salary or earnings (including any benefits-in-kind, bonus payments, commissions and other emoluments) of the employee or contractor at the date that they ceased to be an employee or contractor of the Non-Breaching Party and the Parties acknowledge that any such payment is by way of liquidated damages and is reasonable and genuine pre-estimate of the Non-Breaching Party's losses.

10 CONTRACT MANAGEMENT

10.1 To manage the relationship of the Parties under this Framework Agreement:

- (a) SCC shall assign a SCC Account Manager with responsibility for liaising and reporting to the Customer Contract Manager; and
- (b) the Customer shall assign a Customer Contract Manager with responsibility for liaising with the SCC Account Manager; and
- (c) the Parties shall comply with any additional contract management, contract governance and reporting requirements specified in an Order.

10.2 The Parties shall ensure that the SCC Account Manager and Customer Contract Manager meet at the agreed intervals to discuss the performance of the Services and any disputes or disagreements which may have arisen (which shall, if necessary, be referred for resolution in accordance with the Dispute Resolution Procedure).

11 CHANGE CONTROL PROCEDURE

11.1 Change Requests may be originated either by SCC, the Customer or a Customer Party.

11.2 No Change Request shall be binding on the Parties unless the requirements of this Clause 11 have been satisfied and a Change Request Form is signed by the Authorised Representatives of both Parties to signify their approval to the Change Request.

11.3 Until such time as a Change Request Form is formally agreed by signature of both Parties, the Parties shall continue to perform their respective obligations without taking account of the Change Request.

11.4 In the case of any Change Request, SCC shall within ten (10) Business Days either supply to the Customer details of the consequential changes which will be required to this Framework Agreement, the relevant Order, Services to be provided under such Order, Charges and/or any other effects of the proposed change (the "**Change Report**") or written confirmation that there will be no such consequential changes or effects.

11.5 In the event SCC gives notice to the Customer within five (5) Business Days of receipt of a Change Request that it cannot provide the Change Report required by Clause 11.4 within such ten (10) Business Day period, the Parties shall agree a suitable period within which SCC shall be required to provide these details. If the Parties are unable to agree such extension to the timetable within five (5) Business Days of receipt by the Customer of such notice from SCC, the matter shall be referred for determination in accordance with the Dispute Resolution Procedure.

11.6 Following submission of the Change Report, the Customer shall notify SCC that the Change Report is accepted or rejected by the Customer within ten (10) Business Days of receipt of the Change Report by the Customer.

11.7 If a dispute arises as to whether any requirement of SCC or the Customer is a Change Request, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

- 11.8 On signature by the Authorised Representatives of both Parties of a Change Request Form, the Framework Agreement and/or Order and/or Service Annex shall be deemed amended in accordance with the provisions of that Change Request Form.

12 WARRANTIES

Mutual warranties

12.1 Each Party warrants to the other that:

- (a) it has all necessary rights, licenses, authority, power and capacity to enter into and perform its obligations under this Framework Agreement and each Order and that all necessary actions have been taken to enter into it properly and lawfully;
- (b) this Framework Agreement and each Order shall be validly executed by a duly Authorised Representative;
- (c) it has and shall maintain and comply with all consents, approvals, licences or permits necessary for it to enter into and perform its obligations under this Framework Agreement and each Order;
- (d) its entry into and performance of this Framework Agreement and each Order does not and will not conflict with any of its contractual obligations or with any applicable laws; and
- (e) it shall comply with all applicable laws in connection with the performance of its obligations under this Framework Agreement and each Order (including but not limited to applicable legislation with respect to anti-bribery, anti-corruption, anti-slavery, anti-human trafficking and equality).

Services

12.2 SCC warrants that:

- (a) the Services (excluding any Pass-Through Services) will: (i) comply with the relevant Service Annex; and (ii) be carried out with reasonable care and skill and by suitably trained and qualified persons; and
- (b) it has and shall maintain the necessary rights and consents to perform the Services (excluding any Pass-Through Services) and to permit the Customer to use the SCC Intellectual Property in connection with such receipt and use of the Services (excluding any Pass-Through Services)

12.3 The Customer shall notify SCC of any Services (excluding any Pass-Through Services) warranty deficiencies within ninety (90) days from the date of performance of such deficient Services.

12.4 Unless otherwise specified in an Order, any Pass-Through Services are provided "as-is". Any warranties (including any warranty period) for any such Pass-Through Services will, where applicable, be as specified in the Pass-Through Terms and apply directly between the Customer and the applicable Third Party Vendor (the "**Pass-Through Warranty**"), so SCC (to the extent permitted by applicable law) does not give any warranty itself in respect of Pass-Through Services. Unless otherwise specified in an Order for Services, any validation and warranty claims relating to any such Pass-Through Warranty are the responsibility of the Customer.

Customer warranties

12.5 The Customer warrants that it:

- (a) owns and/or has and shall maintain the necessary rights and consents to use any Supported Equipment for the purposes of receiving the Services; and
- (b) has and shall maintain the necessary rights and consents to permit SCC to perform the relevant Services and use the Customer Intellectual Property.

13 INTELLECTUAL PROPERTY RIGHTS

Customer Intellectual Property

13.1 The Customer shall retain all Intellectual Property Rights in any materials it or any of its Affiliates provides to SCC for the purposes of SCC performing its obligations under this Framework Agreement and each Order (the "**Customer Intellectual Property**"). SCC shall have no title to or interest in any Customer Intellectual Property.

13.2 The Customer shall grant SCC a non-exclusive and royalty free licence to use the Customer

Intellectual Property during the term of the relevant Order for the sole purpose of performing its obligations under such Order.

SCC Intellectual Property

13.3 Unless expressly specified otherwise in an Order:

- (a) all Intellectual Property Rights in or in relation to the Services (including any related manuals and operating documentation) or in any materials (including software) provided or created by SCC during the course of supplying the Services shall vest in SCC or the relevant Third Party Vendor (the "**SCC Intellectual Property**"); and
- (b) the Customer shall have no title to or interest in any of the SCC Intellectual Property.

13.4 SCC hereby grants to the Customer a non-exclusive, personal and non-transferrable licence to such SCC Intellectual Property Rights during the term of the Order for the sole purposes of accessing and using the Services only.

13.5 Subject at all times to the provisions of Clause 20 (Confidentiality), SCC shall be free to utilise for the benefit of its other customers any skill and/or know-how that it may develop or acquire in the performance of the Services.

13.6 The Customer undertakes that it shall not (and that it shall not employ nor permit any third party to) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer any Third Party Software (or any part thereof) except to the extent allowed by English law or disclose results of any program benchmark tests without SCC's prior written consent.

Compliance with Third Party Vendor licence terms

13.7 Regarding any Third Party Software and/or Pass-Through Services, the Customer undertakes to comply with any Third Party Vendor's End User Terms referred to in the relevant Order or Service Specific Terms or delivered with or embedded within the Product supplied.

13.8 The Customer acknowledges that any Third Party Software supplied and all accompanying operating documentation and manuals are confidential and they shall be subject to the terms of Clause 20 (Confidentiality).

Duty to notify and assist

13.9 The Customer shall notify SCC immediately if it becomes aware of any illegal or unauthorised use of any of the SCC Intellectual Property and/or Third Party Software and shall assist SCC and/or the Third Party Vendor in taking steps necessary to defend its or third party owners' rights.

14 INDEMNITY

14.1 SCC shall indemnify the Customer in full and on demand, from and against any and all liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by the Customer howsoever arising from a claim that the receipt and/or use of the Services in accordance with the Order infringes a third party's Intellectual Property Rights, other than to the extent any such claims arise from a breach of Clause 13.6 (Intellectual Property Rights) by the Customer.

14.2 The Customer shall indemnify SCC in full and on demand, from and against any and all liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by SCC howsoever arising from any:

- (a) breach of the warranty at Clause 12.5 (Warranties);
- (b) breach of Clause 13.4 and 13.6 (Intellectual Property Rights); and/or
- (c) a claim by a third party that the possession of or use by SCC of the Customer Intellectual Property Rights infringes that third party's Intellectual Property Rights (other than where any such claim arises from a breach of Clause 13.2 (Intellectual Property Rights) by SCC).

14.3 If any third party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under an indemnity given in this Clause 14 (a "**Claim**"), the Indemnified Party shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Indemnifying Party, specifying the nature of the Claim in reasonable detail;
- (b) if requested by the Indemnifying Party, give conduct of the defence of the Claim to the

Indemnifying Party;

- (c) co-operate fully, at the Indemnifying Party's cost, with the Indemnifying Party and its legal representatives in the investigation and defence of the Claim;
 - (d) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifying Party, provided that the Indemnified Party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Indemnifying Party, but without obtaining consent) if the Indemnified Party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect; and
 - (e) give the Indemnifying Party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party, so as to enable the Indemnifying Party and its professional advisers to examine them and to take copies (at the Indemnifying Party's expense) for the purpose of assessing and defending the Claim.
- 14.4 If a Claim is made, or in the Indemnifying Party's reasonable opinion is likely to be made, the Indemnifying Party may at its sole option and expense:
- (a) procure for the Indemnified Party the right to continue using, developing, modifying or maintaining the infringing materials (or any part of them), in accordance with the terms of this Framework Agreement and relevant Order;
 - (b) modify the infringing materials (or any part of them), so that they cease to be infringing; or
 - (c) replace the infringing materials (or any part of them), with non-infringing works.
- 14.5 The Indemnifying Party shall not have any liability to the Indemnified Party under Clause 14.1 or Clause 14.2 (as applicable) in respect of a Claim to the extent that such Claim is attributable to:
- (a) the combination, operation or use of infringing materials (or any part of them), with equipment or software provided by the Indemnified Party where such infringing materials (or any part of them), would not otherwise have been infringing;
 - (b) the Indemnifying Party's compliance with designs, specifications or instructions provided by the Indemnified Party and any other requirements and/or instructions set out in an Order;
 - (c) use of the infringing materials (or any part of them) by or on behalf of the Indemnified Party, not in accordance with or in an application or environment for which such materials were not designed or contemplated under an Order;
 - (d) modifications or alterations of the infringing materials (or any part of them), by anyone other than the Indemnifying Party or in accordance with the relevant Indemnifying Party's instructions, where the unmodified version of the infringing materials (or any part of them), would not have been infringing; or
 - (e) the Indemnified Party's continued use of the infringing materials (or any part of them) after having being notified of the Claim.

15 CHARGES

- 15.1 The Charges shall be as specified in the relevant Order.
- 15.2 In respect of professional services, transition services and exit services (unless otherwise stated in the Order), the Charges exclude the cost of:
- (a) hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by a Consultant; and
 - (b) any consumables used in the supply of the Services to the Customer,
- which SCC shall invoice the Customer for in accordance with the relevant Order.
- 15.3 All Charges are in Pounds Sterling and exclusive of VAT or any other applicable tax or duty, which (where due) shall be paid by the Customer in addition at the rate and in the manner prevailing at the relevant tax point.
- 15.4 The Charges may be subject to change in accordance with the provisions of the applicable Order.

- 15.5 The Customer acknowledges that for certain elements of the Services SCC is reliant on arrangements made between SCC and third party suppliers and contractors who may change their costs to SCC from time to time. Consequently SCC shall be entitled to increase or decrease the Charges at any time to reflect such changes in costs payable by SCC to those third parties including but not limited to where SCC's supplier of electricity, telecommunications or software that SCC uses as part of its Service delivery increases or decreases its charges to SCC. In such circumstances, and subject to SCC providing the Customer with reasonable evidence of such changes, SCC shall have the right to change its corresponding Charges to the Customer on 30 days' notice. In respect of software, telecommunications or other changes the Charges shall be increased or decreased proportionately in line with the change received from the 3rd party supplier or contractor, and changes to electricity charges shall be calculated as follows:

[Revised electricity Charge (KW/h) x 1.91 (power to cooling ratio)] + 10% Administration fee

- 15.6 Without prejudice to Clause 15.4 and 15.5, provided that SCC provides the Customer with no less than thirty (30) days' prior written notice of its intention to do so, SCC shall be entitled to increase the relevant Charges on any day after expiry of the Initial Services Term (the "**Increase Date**"). If the Customer elects not to accept such increase, the Customer may terminate the relevant Order at the end of the Initial Services Term on no less than thirty (30) days' written notice.
- 15.7 For the avoidance of doubt the Customer's termination right detailed in Clause 15.6 shall not apply to any increases to the Charges made in accordance with Clauses 15.4 or 15.5.
- 15.8 If an Order (or part thereof) is terminated in accordance with the terms of the Order, or if delivery and/or access cannot be provided or Services are suspended, in each case, as a result of a failure by the Customer, SCC shall be entitled (in addition to any other rights it may have) to be paid on a quantum meruit basis for any work completed by it, or for that part of the Services performed. SCC may invoice the Customer accordingly and such invoice shall be immediately due for payment.
- 15.9 Where at the request of the Customer any work to provide the Services is done at any time which is not during the Hours of Support for that particular part of the Services, unless otherwise agreed the Customer shall pay a charge for such work calculated at SCC's then current standard hourly rate, provided such charges are advised to and approved by the Customer prior to such works being carried out.

16 INVOICING AND PAYMENT

- 16.1 SCC may issue an invoice for the Charges relating to the Services in accordance with the timescales specified in the relevant Order.
- 16.2 The Customer shall pay all invoices within thirty (30) days of the date of such invoice. No payment will be deemed to have been received until SCC has received full and cleared funds.
- 16.3 All sums payable under an Order:
- (a) are exclusive of VAT or any other applicable tax or duty which (where applicable) shall be paid by the Customer in addition at the rate and in the manner prevailing at the relevant tax point and will become due immediately upon termination of an Order (as applicable); and
 - (b) shall be in Pounds Sterling to SCC's bank account as SCC may from time to time notify the Customer.
- 16.4 All payments to be made by the Customer under an Order will be made in full and without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.
- 16.5 SCC shall be entitled to impose a credit limit on the Customer and/or require payment of an increased security deposit and on written notice to the Customer may suspend or withhold any Services (or the delivery of any Products) in excess of the credit limit or security deposit, in the event that the Customer:
- (a) suffers a material and negative change in its financial or trading condition or in its credit rating; and/or
 - (b) fails to make payment of any undisputed invoiced amounts in cleared funds within thirty (30) days of SCC's notification of non-payment.
- 16.6 SCC will be entitled to appoint a debt collection agency registered with the Financial Conduct

Authority (FCA) for recovery of outstanding undisputed payments which have not been paid within 30 (thirty) days of written notice from SCC stating that such payments are overdue. In this event, the Customer agrees that additional charges will be levied to cover the costs of the debt collection agency.

- 16.7 In the event that the Customer reasonably disputes an invoice in good faith:
- (a) the Customer shall immediately notify SCC in writing explaining why in good faith it disputes the Charges set out on the invoice and pay the undisputed portion of such invoice in accordance with the terms of this Framework Agreement; and
 - (b) the Parties shall meet to resolve such dispute in good faith, escalating the dispute where appropriate in accordance with the Dispute Resolution Procedure and continue to perform their respective obligations under this Framework Agreement and the affected Order while any dispute is being resolved, unless and until such obligations are terminated by the termination or expiration of this Framework Agreement and/or the affected Order.
- 16.8 If any sum payable under an Order which is not the subject of a good faith dispute is not paid by the due date, then without prejudice to SCC's other rights and remedies, SCC reserves the right to:
- (a) charge interest on such sum on a day to day basis (after as well as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of four percent (4%) per annum over HSBC's base rate from time to time in force. Such interest shall be paid on demand by the Customer; or
 - (b) suspend provision of the Services (or delivery of the Products) under such affected Order until payment has been received in full pursuant to Clause 18.5(a).
- 16.9 If the Services are performed in phases, SCC reserves the right to invoice each phase as and when the performance of a phase commences or as otherwise specified in an Order, and in each case, payment shall be due in accordance with Clause 16.2, notwithstanding the non-performance of other phases under such Order or fulfilment of the entire Order.

17 LIABILITY

- 17.1 This Clause 17 sets out the total liability of each Party in respect of or in connection with its obligations under this Framework Agreement and each Order.
- 17.2 Nothing in this Framework Agreement or an Order shall exclude or limit either Party's liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) the indemnity in Clause 14 (Indemnity); or
 - (d) any liability which cannot legally be excluded or limited.
- 17.3 Nothing in this Framework Agreement or any Order shall operate to exclude or limit the Customer's liability to SCC for any Charges which are properly due and owing under an Order.
- 17.4 Subject to Clauses 17.2, 17.3, and 17.5, each Party's total maximum aggregate liability to the other Party:
- (a) arising under or in connection with each individual Order for Services in any Order Year, whether in contract, tort (including negligence) or otherwise shall, subject to Clause 17.3(b), not exceed one hundred per cent (100%) of the total Charges paid or payable under the Order in that Order Year in respect of Services (and excluding any sum paid or payable for Products supplied under the Order concerned); and
 - (b) when aggregated as a whole under or in connection with this Framework Agreement (as a total available liability sum regardless of the number of Orders and not individually for each Order) and whether in contract, tort (including negligence) or otherwise, shall not exceed two million pounds (£2,000,000).
- 17.5 Subject to Clauses 17.2 and 17.6, SCC's total liability to the Customer in respect of the supply of any Products shall not exceed the Charges paid or payable by the Customer for the Product which is the subject matter of the claim or event giving rise to the liability.
- 17.6 Subject to Clause 17.2, in no event shall SCC be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this

Framework Agreement or an Order for any:

- (a) loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings in each case whether direct or indirect; or
 - (b) indirect, special or consequential loss or damage, howsoever arising.
- 17.7 The Customer acknowledges that SCC may not have visibility or knowledge of the specific quantity or value of any data processed by or provided by the Customer or its customers in connection with or in utilising any of the Services provided by SCC under a particular Order. Unless otherwise specified in an Order, the Customer shall therefore be responsible for taking all steps it requires to mitigate the risks or effects of data loss or corruption inherent in the provision of any particular Services (including encryption of Customer Equipment or any other devices provided to SCC in connection with the Services and backing up all of its or its customers data in each case in accordance with good industry practice wherever required). The Customer agrees that the only Services that SCC has agreed to provide to assist the Customer to mitigate the potential loss of or corruption of data will be limited exclusively to those expressly set out in a particular Order and provided for the Services in that Order only (where agreed). The Customer also agrees that, where SCC has expressly agreed to provide back-ups of data as part of the Services provided under a particular Order, SCC shall not be liable to the Customer or any other person in any circumstances for loss of or corruption of any data to the extent that the data has changed since the time that SCC was last required to perform a backup pursuant to the particular Order concerned. SCC shall have no liability for loss of or unauthorised disclosure of data, other than to the extent caused by SCC's negligence or wilful default, in circumstances in which any Customer Equipment or any other devices provided to SCC in connection with the Services have not been encrypted in accordance with good industry practice or had data removed by the Customer from the Customer Equipment or any other devices prior to providing the applicable Customer Equipment or device to SCC.
- 17.8 The Customer acknowledges and accepts that each Customer Party shall have no direct recourse and shall bring no claim directly against SCC with respect to any liability or obligations in connection with this Framework Agreement or an Order, other than through the Customer who shall make any and all such claims on the Customer Party's behalf. Nothing in this Framework Agreement shall affect the right of the Customer to bring a claim against SCC on behalf of the Customer Party under this Framework Agreement or an Order.

18 TERMINATION

Framework Agreement

- 18.1 Either Party may immediately terminate this Framework Agreement by giving notice in writing to the other Party:
- (a) in accordance with the provisions of Clause 22.3 (Force Majeure);
 - (b) if the other Party is affected by an Insolvency Event; or
 - (c) if the other Party is in material breach of the Framework Agreement which:
 - (i) is incapable of remedy; or
 - (ii) is capable of remedy, but the other Party has failed to remedy such breach within thirty (30) days of receipt of the written notice requiring it to do so.
- 18.2 In addition to its rights under Clause 18.1, SCC may immediately terminate this Framework Agreement and all then current Orders by giving notice in writing to the Customer if:
- (a) SCC has the right to terminate more than one Order in accordance with the provisions of Clause 18.3; or
 - (b) the Customer undergoes a change of Control (save for the purpose of a solvent voluntary reconstruction or amalgamation).

Orders

- 18.3 Either Party may immediately terminate an Order by giving notice in writing to the other Party, if the other Party:
- (a) is affected by an Insolvency Event;
 - (b) is affected by a Force Majeure Event in accordance with the provisions of Clause 22.3 (Force Majeure); or

- (c) commits a material breach of the relevant Order which is:
 - (i) incapable of remedy; or
 - (ii) capable of remedy, but fails to remedy it or persists in such breach after thirty (30) days of having been required in writing to remedy or desist.

18.4 In addition to its rights under Clause 18.3:

- (a) SCC may immediately terminate an Order for the Customer's failure to pay the Charges in accordance with Clause 16 (Invoicing and Payment); and
- (b) the Customer may terminate an Order in accordance with Clause 15.6 (Charges).

Suspension

18.5 Without prejudice to its other rights or remedies hereunder or generally at law, SCC may at its sole discretion suspend provision of the Services or Products or any part thereof without liability to the Customer immediately on written notice where:

- (a) the Customer has failed to pay the Charges in accordance with Clause 16 (Invoicing and Payment); and
- (b) SCC has a right to terminate this Framework Agreement or an Order, irrespective of whether it has exercised such right.

Such suspension will not entitle the Customer to terminate the Framework Agreement or Order and will not suspend or alleviate any of the Customer Obligations.

19 CONSEQUENCES OF TERMINATION

Termination of Framework Agreement

19.1 Subject to Clause 18.2(a) (Termination), termination of this Framework Agreement shall not terminate any Order then in force, unless the Parties agree otherwise in writing at the relevant time.

19.2 On termination of this Framework Agreement for any reason whatsoever:

- (a) no further Orders shall be entered into; and
- (b) Clause 1 (Definitions and Interpretation), Clause 13 (Intellectual Property Rights), Clause 14 (Indemnity), Clause 16 (Invoicing and Payment), Clause 17 (Liability), Clause 19 (Consequences of Termination), Clause 20 (Confidentiality), Clause 21 (Data Protection), Clause **Error! Reference source not found.** (General) and any other provision which expressly or by implication is intended to come into or remain in force on or after termination, shall continue in full force and effect.

19.3 Termination of an Order in whole or part shall not affect any other Order or this Framework Agreement.

Termination of Orders

19.4 On termination of an Order:

- (a) subject to Clause 19.4(b), each of the Parties shall immediately return to the other Party (or, if the other Party so requests by notice in writing, destroy) all of the other Party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information, and shall make no further use of such Confidential Information;
- (b) if a Party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Clause 19.4(a), it shall notify the other Party in writing of such retention, giving details of the documents or materials that it must retain;
- (c) where SCC is providing Services, the Customer shall cease to make use of the relevant Services and return to SCC any equipment owned by or on behalf of SCC and kept at the Customer Site to deliver the Services. If the Customer does not promptly return such equipment to SCC, it shall permit SCC or any nominated representative of SCC to enter the Customer Site during any Business Day, upon reasonable notice, for the purpose of removing any such equipment; and
- (d) all sums payable to SCC under the relevant Order shall become due and payable immediately

on receipt of SCC's invoice and SCC may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Customer shall pay these invoices immediately on receipt.

- 19.5 Reference to termination of an Order in part in this Clause 19 means termination of the Services under one or more Service Annexes or termination of the supply of Products. If a Party elects to terminate an Order in part then such termination shall not affect the provision of the Services that have not been terminated except that SCC may adjust the Charges payable under the Order for the Services that have not been terminated.
- 19.6 Termination of this Framework Agreement or an Order in whole or part shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination of this Framework Agreement or the Order (as applicable).

Exit Assistance

- 19.7 Unless specified in an Order, no exit assistance shall be provided except as agreed pursuant to the remainder of this Clause 19.7. If an Order is terminated for any reason and such Order does not expressly specify exit assistance being provided on termination, the Customer may request SCC to provide exit assistance. The provision of such exit assistance shall be subject to the Parties agreeing a separate Order, clearly defining each Party's obligations in respect of the transfer of the responsibility for the provision of the relevant Services to the Customer or, at the Customer's request, to another supplier and the Charges for the provision of such exit assistance.

20 CONFIDENTIALITY

- 20.1 Each Party (the "**Recipient**") shall keep and procure to be kept confidential all Confidential Information belonging to the other Party (the "**Discloser**") disclosed or obtained as a result of the relationship of the Parties under this Framework Agreement or an Order. The Recipient shall not use nor disclose the Discloser's Confidential Information save for the purposes of the proper performance of this Framework Agreement or an Order, with the prior written consent of the other Party, or as set out in Clause 20.3.
- 20.2 The Recipient may only disclose the Discloser's Confidential Information to an employee, consultant, supplier, member of its Group, subcontractor or agent (each a "**Permitted Recipient**") to the extent necessary for the performance of this Framework Agreement or an Order, provided such disclosure is subject to obligations equivalent to those set out in this Clause 20. The Recipient shall procure that any such Permitted Recipient complies with such obligations and be responsible to the Discloser in respect of any disclosure or use of such Confidential Information by a Permitted Recipient.
- 20.3 A Party may disclose the other Party's Confidential Information to the maximum extent it is compelled to do so by a court or competent regulatory body, and in which case that Party shall give the other Party as prompt notice as possible of the relevant order of disclosure to the extent permitted by applicable law.

21 DATA PROTECTION

- 21.1 In this Clause 21, the terms "Controller", "Personal Data", "Processor", "Processing" and "Data Subject" have the meanings given to them in the Data Protection Legislation.
- 21.2 The provisions set out in this clause 21 shall apply in respect of any circumstances in which the Customer is a Controller and SCC is a Processor in relation to Personal Data processed by SCC for the Customer pursuant to this Framework Agreement or an Order. The Parties acknowledge and agree that for the purposes of the Data Protection Legislation, where SCC Processes any of the Customer's or its Affiliates' Personal Data on behalf of the Customer or its Affiliates in connection with any Services, this Framework Agreement or any Order then the Customer shall be the Controller of such Personal Data and SCC shall be the Processor.
- 21.3 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 21 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 21.4 The Personal Data which could be Processed by SCC in performing the Services (including where the Processing is related to the storage and transfer of data used by the Customer in the course of carrying on its business within its equipment, systems or applications which SCC services, hosts or provides compute infrastructure for) will be specified in the Order or, where not so specified, could relate to any individual anywhere in the world with whom the Customer and its users are communicating, doing business, providing a service to, employing (either potentially or historically)

and anyone related to such individuals or other individuals. Unless specified in a particular Order, the Personal Data could be any type of personal data or special category of sensitive Personal Data that is Processed in connection with such systems, equipment or applications or on emails, information or other documents sent to or from the Customer or its users or created by them, all as determined by the Customer or the Customer's users. The Personal Data will be Processed for the duration of this Framework Agreement or the relevant Order. Where the Customer requests, the Parties may agree to set out in an individual Order the specific subject matter and duration, nature and purpose of particular Processing activities under that Order and the type of personal data being Processed and the specific categories of data subjects concerned.

21.5 The Customer shall:

- (a) ensure it has all necessary authority to Process Personal Data and to disclose or make available such Personal Data to SCC and to allow SCC to conduct the relevant Processing activities required in order to provide the Services for the Customer in each case in accordance with all applicable Data Protection Legislation;
- (b) be responsible for ensuring that appropriate technical and organisational measures are in place for all Personal Data Processed within the Customer's IT environment by the Customer and SCC. The Parties agree that it is not appropriate for SCC to be responsible for determining appropriate technical and organisational measures related to the Customer's IT environment wherever it may be located unless the implementation of such measures are within the scope of the Services to be provided by SCC.

21.6 The Customer acknowledges and agrees that, taking into account the nature, scope, context and purposes of the processing of Personal Data that may be carried out by SCC in the course of the provision of the Services provided under an Order, it is not appropriate for SCC to implement and SCC shall not implement, unless expressly agreed by SCC in an Order or via the Change Control Procedure, specific back-up, pseudonymisation or encryption measures in respect of Personal Data Processed by SCC when performing the Services.

21.7 SCC shall:

- (a) Process the Personal Data only on the documented instructions of the Customer as set out in this Framework Agreement or an Order, in order to perform its obligations under this Framework Agreement or an Order and shall ensure it takes all appropriate steps to ensure that its personnel only Process Personal Data on documented instructions from the Customer as set out in this Framework Agreement or an Order, unless required to do otherwise by applicable law;
- (b) ensure that its personnel who are authorised to Process Personal Data are under obligations of confidentiality that are enforceable by SCC;
- (c) take all measures required pursuant to Article 32 of the EU GDPR (or the equivalent in the UK GDPR);
- (d) on request, assist the Customer at the Customer's reasonable cost (such costs to be agreed in advance (in writing)), by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights under Chapter III of the EU GDPR (or the equivalent in the UK GDPR) through the use of appropriate technical and organisational measures;
- (e) on request, reasonably assist the Customer in ensuring compliance with its obligations pursuant to Articles 32-36 of EU GDPR (or the equivalent in the UK GDPR) taking into account the nature of the Processing and the information available to SCC;
- (f) at the written election of the Customer, either delete or return the Personal Data (including all copies of it) at any time upon request by the Customer or promptly upon termination or expiry of the applicable Order; and
- (g) make available to the Customer all information necessary to demonstrate compliance with the obligations in Article 28 of the EU GDPR (or the equivalent in the UK GDPR) and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.

21.8 The Customer consents to the Processing of Personal Data by SCC's Affiliate companies:

- (a) SCC Services Romania SRL (registry number J22/823/2006 and fiscal code 18544528)

whose registered office is at Niciman Street 2, 700521 Iasi, Jud, Iasi, Romania, for the purpose of assisting SCC with any Services sub-contracted by SCC to SCC Romania; and

- (b) Specialist Computer Centres Vietnam Company Limited ("**SCC Vietnam**") for the purpose of providing out of hours support to SCC or for assisting SCC with other Services sub-contracted by SCC to SCC Vietnam, in each case, on the terms of (i) the EU SCC's and (ii) the UK Addendum located at the following hyperlink <https://www.scc.com/wp-content/uploads/2023/03/Data-Exporter-Agreement-SCC-Vietnam-2.docx> (the "**Standard Contractual Clauses Exhibit**"). The Standard Contractual Clauses Exhibit is incorporated into this Framework Agreement by reference and the Parties shall comply with the Standard Contractual Clauses Exhibit. SCC is agreeing such Standard Contractual Clauses in its capacity as agent acting on behalf of SCC Vietnam.
- (c) SCC shall not otherwise Process or transfer Personal Data outside of the area comprising the European Economic Area and the United Kingdom or to a country without a valid finding of adequacy under the Data Protection Legislation without the prior written consent of the Customer, (and where consent is given such consent will be set out in the applicable Order) and without putting in place an adequate level of protection and appropriate safeguards in relation to the transfer of the Personal Data to enable compliance by the Customer and SCC with their obligations under applicable Data Protection Legislation. Prior to any such further transfer or Processing of Personal Data outside of the area comprising the European Economic Area or the United Kingdom or to a country without a valid finding of adequacy under the Data Protection Legislation, the Customer and SCC shall ensure that appropriate safeguards are in place as required under the Data Protection Legislation and otherwise comply with the requirements of the Data Protection Legislation.

21.9 The Customer consents to the appointment by SCC of sub-Processors as necessary for SCC to provide the Services provided SCC and such sub-Processor comply with the Data Protection Legislation. SCC shall remain fully liable for all acts or omissions of any sub-Processor.

21.10 The Parties acknowledge and agree that where any amendments to this Clause 21 are necessary to ensure that either Party is compliant with the Data Protection Legislation then the Parties shall promptly work together to make such amendments as are reasonably necessary and neither Party shall unreasonably withhold or delay its agreement to any such amendments.

22 FORCE MAJEURE

22.1 A Party will not be deemed to be in breach of this Framework Agreement or the affected Order nor liable for any failure or delay in performance of any of its obligations (except for those in relation to payment) under this Framework Agreement or the affected Order (and the date for performance of the obligations, including in the case of SCC the obligation to provide the Services, affected by Force Majeure will be extended or suspended as appropriate) as a result of Force Majeure, provided that such Party complies with the obligations set out in this Clause 22. Save as provided in Clause 22.2, a Force Majeure event will not entitle either Party to terminate this Framework Agreement or the affected Order.

22.2 The Party affected by Force Majeure shall: (a) as soon as reasonably practicable after becoming aware of the Force Majeure notify the other Party in writing of the matters constituting the Force Majeure, specifying the nature and extent of the Force Majeure; (b) use its reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity (without being obliged to incur any expenditure); and (c) keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure event continues.

22.3 If Force Majeure continues to affect a Party's performance of its obligations under this Framework Agreement or an Order for longer than three (3) month, the other Party may, whilst the Force Majeure continues terminate this Framework Agreement or the affected Order by giving notice (in writing) to the affected Party on a date to be specified in that notice and which must not be less than fifteen (15) calendar days after the date on which such notice is given.

23 GENERAL

23.1 **Entire Agreement:**

- (a) Regarding each particular Order, this Framework Agreement and that Order and the documents referenced within this Framework Agreement and that Order contain the entire agreement between the Parties in relation to the subject matter of that Order and supersede any prior arrangement, understanding written or oral agreements between the Parties in relation to such subject matter. Neither this Framework Agreement nor any Order has been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Framework Agreement and the relevant Order.
 - (b) Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Framework Agreement or the relevant Order which it might otherwise have had in relation to them.
 - (c) Nothing in this Clause 23.1 will exclude either Party's liability in respect of misrepresentations made fraudulently.
 - (d) The provisions of this Framework Agreement and any Orders, and where applicable Service Specific Terms and Special Terms (in each case as may be amended from time to time in accordance with their terms) are the only terms and conditions which the Parties have agreed will apply in relation to the subject matter of this Framework Agreement and each Order. No terms or conditions endorsed upon, delivered with or contained in any Customer documentation will form part of this Framework Agreement or an Order, unless specifically agreed in advance, in writing by SCC with reference to this Clause 23.1(e).
- 23.2 **Exclusions:** Except as otherwise specifically provided in this Framework Agreement or an Order, each Party hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in this Framework Agreement or an Order) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the other Party.
- 23.3 Save that SCC may assign the right to receive payment of the Charges without consent, neither Party may at any time otherwise assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Framework Agreement or an Order without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 23.4 SCC may subcontract any or all of its rights and obligations under an Order as SCC, in its absolute discretion, sees fit provided that such sub-contracting shall not relieve SCC from any liability or obligation under this Framework Agreement or an Order and SCC shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, agents or servants as fully as if they were acts, omissions, defaults or negligence of itself.
- 23.5 Nothing in this Framework Agreement or any Order is intended to, or will be deemed to, establish any partnership or joint venture between 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. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23.6 If any provision or part provision of this Framework Agreement or an Order is or becomes invalid, illegal or unenforceable, it will 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 will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Framework Agreement or any Order.
- 23.7 No failure or delay by a party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 23.8 No variation of this Framework Agreement or an Order will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23.9 A person who is not a party to this Framework Agreement or an Order will not have any rights to enforce its terms.
- 23.10 This Framework Agreement and each Order (including non-contractual disputes or claims relating to the same) will be governed by the law of England and Wales. Each party irrevocably agrees that

the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or any Order (including non-contractual disputes or claims).

- 23.11 Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Framework Agreement or an Order (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 23.12 Neither Party shall make any press release or public announcement concerning or referring to the other Party or the existence or subject matter of this Framework Agreement without the prior written approval of the other Party.
- 23.13 The Customer shall not use any SCC or Third Party Vendor trade mark or name without the prior the written consent of SCC or Third Party Vendor (as applicable) (on a case by case basis). SCC shall not use any trade mark or name of the Customer or any of its Affiliates without the prior the written consent of the Customer (on a case by case basis).
- 23.14 This Framework Agreement or any Order may be executed in any number of counterparts, each of which when executed shall constitute an original of this Framework Agreement/Order (as applicable), but all the counterparts together constitute the same Framework Agreement/Order (as applicable). No counterpart shall be effective until each Party has executed at least one counterpart.
- 23.15 All notices that are required to be given under this Framework Agreement or an Order must be in writing in accordance with Clause **Error! Reference source not found.**(b). Notices may be served in the ways and to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Framework Agreement and an Order and, the following table sets out the respective deemed time and proof of service:

SCC CONTACTS

SCC Account Manager	
Name:	<<enter>>
E-mail address:	<<enter>>
Telephone number:	<<enter>>

CUSTOMER CONTACTS

Customer Contract Manager:	
Name:	<<enter>>
E-mail address:	<<enter>>
Telephone number:	<<enter>>

Manner of Delivery	Deemed time of delivery	Proof of service
Personal delivery	9.00am on the following Business Day	properly addressed and delivered
Prepaid first class domestic postal service	9.00am on the second Business Day after posting.	properly addressed prepaid and posted

Email	at the time of transmission, or, if this time falls outside business hours, at 9.00 am on the next Business Day after transmission	sent by email to the address specified above
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24 DISPUTE RESOLUTION PROCEDURE

- 24.1 All disputes, differences or questions arising in relation to this Framework Agreement or an Order shall be referred in the first instance to the SCC Account Manager and the Customer Contract Manager who shall call a meeting and attempt to settle the dispute within twenty (20) Business Days.
- 24.2 If the persons in Clause 24.1 are unable to resolve the dispute, the Parties shall refer the dispute to the Sales Director of SCC and the equivalent senior manager of the Customer who shall call a meeting and attempt to settle the dispute within ten (10) Business Days.
- 24.3 If the persons in Clause 24.2 are also unable to resolve the dispute within ten (10) Business Days, the Parties shall have no further obligation to follow this Dispute Resolution Procedure.
- 24.4 Neither Party may initiate any legal action until the procedure set out in Clauses 24.1, 24.2 and 24.3 has been completed except that in no event shall the provisions of this Clause 24 operate to prevent a Party seeking interim relief in respect of any dispute or differences.

Schedule 1

1. Order Template



2. MSFA Order Form
Template [AV10].docx

2. SoW Template



2b. Example PS
Statement of Work `

3. Service Description



3. MSFA Service
Description Options A

Schedule 2

Change Request Form Template

Change Request Form	
Framework Agreement Ref:	
Order Ref:	
Customer Name:	
CRF Reference No:	
CRF Version No	
Title of Change	
CRF Originator	
Date of Change Request:	
Reason for Change	
Full Details of Change	
Impact on Services or Service Levels	
Implementation Plan	
Timetable for Implementation	
Amendments Required to the Framework Terms and Conditions, Order and/ or Service Annexes	
Change to Charges	
Schedule of Payments	
Other Issues	
Agreed for and on behalf of the Customer	Agreed for and on behalf of SCC

Signature:		Signature:	
Title:		Title:	
Date:		Date:	
Rejected		Rejected	
Y / N		Y / N	
Reason for Rejection;		Reason for Rejection;	
Actions;		Actions;	