



Master Services Agreement

Client's full name

Subject (optional) - Additional title line

Client reference

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EFFECTIVE DATE: [DATE]

This Agreement is made between:

[**CUSTOMER NAME**], with company number [Company Number], with its registered office [Company Registered Address] ("**CUSTOMER**").

and

NTT DATA BUSINESS SOLUTIONS LIMITED company number 03689001, with its registered office at 12 Gough Square, London EC4A 3DW, United Kingdom ("**NDBS**").

Each is referred to as a "Party" and collectively as the "Parties".

1. BACKGROUND

- 1.1 NDBS is in the business of providing consultancy and other services.
- 1.2 CUSTOMER wishes NDBS to provide it with certain Services (defined below) and has agreed to provide the same in accordance with the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply to this Agreement:

Affiliate	means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity. For the purposes of this definition, "control" refers to the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management and policies of the company, whether through the ownership of voting securities, by contract or otherwise.
Agreement	means this Master Services Agreement together with its annexes and schedules.
Confidential Information	means information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party.

Deliverables	means any software and non-software deliverables (including any New Software) as set out in the Order developed by NDBS for CUSTOMER under this Agreement.
Effective Date	means the date in the head section above. If no date is shown, then it means the date of the last signature to this Agreement.
Fees	means the charges for the Services as set out in the Order.
Force Majeure	means any event outside the reasonable control of either Party preventing it from performing any of its obligations under this Agreement, including, but not limited to, acts of God, fire, flood, lightning, war, revolution, loss of power, pandemic, cyberattack, act of terrorism, riot or civil commotion, but excluding lack of finance, strikes, lock-outs or other industrial action of the affected Party's own employees, or failure or delay by any sub-contractor or NDBS of the affected Party.
Good Industry Practice	means that degree of skill, diligence, and foresight which would reasonably and ordinarily be expected from a skilled operator in the relevant industry.
Intellectual Property Rights	means rights arising by virtue of copyright or in relation to trademarks (registered or unregistered), registered designs or patents and any other similar rights in any country and all rights in any trade secrets applicable thereto and the rights to any knowledge, know how or product (either in physical or electronic form), developed or learnt, as part of the provision of this Agreement.
New Software	means the software developed by NDBS over the course of providing the Services.
Order	means CUSTOMER's order for Services as may be subsequently agreed in writing between the Parties.
Pre-Contractual Statement	means any undertaking, promise, assurance, statement, representation (other than a fraudulent

	misrepresentation), warranty or understanding (whether in writing or not) of any person (whether Party to this Agreement or not) relating to this Agreement other than as expressly set out in this Agreement or any documents referred to in it.
Services	means such Services to be provided by the NDBS to CUSTOMER as are set out in the Order.
Termination Date	means the date of termination of this Agreement.
Working Day	refers to a period of 7.5 hours, observed during UK business hours of 9:00 AM to 5:00 PM, Monday to Friday, excluding UK bank holidays and travel time.

References to the singular shall include the plural and vice versa.

Use of the words "includes" or "including" means without limitation.

The provisions of this Agreement shall prevail exclusively, superseding any other terms that the Parties may seek to impose or incorporate, whether arising from trade, custom, practice, or prior course of dealing.

3. TERMS OF THIS AGREEMENT

This Agreement shall commence on the Effective Date and remain in effect for an initial term of one year. Thereafter, it shall continue in force until terminated in accordance with Clause 12 or upon either Party providing the other with no less than three (3) months' written notice.

4. NDBS'S OBLIGATIONS

4.1 NDBS shall:

- 4.1.1** use reasonable endeavours to meet any performance dates agreed between the Parties in respect of the Services, but any such dates shall be estimates only unless expressly agreed otherwise;
- 4.1.2** provide the Services in accordance with Good Industry Practice;
- 4.1.3** retain the right to modify the Services as required to comply with applicable laws or safety regulations, or to implement changes that do not significantly impact the nature or quality of the Services. NDBS will notify the CUSTOMER of any such modifications;
- 4.1.4** work in accordance with all reasonable policies and procedures provided to it by the CUSTOMER from time to time; and

- 4.1.5 promptly make available to CUSTOMER such information as is reasonably required to demonstrate NDBS's compliance with its respective obligations under this Clause 4 and the Data Protection Laws. NDBS shall allow for, permit, and contribute to audits, including inspections, by the CUSTOMER or another auditor mandated by the CUSTOMER for this purpose, limited to once per year. NDBS shall provide access to all relevant premises, systems, and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice and provide and procure all further reasonable cooperation, access, and assistance in relation to any such audit or inspection.
- 4.2 Where the Services involve the development of New Software by NDBS, this one shall warrant that such New Software will perform substantially in compliance with its specification for a period of three (3) months from the date of delivery.
- 4.3 NDBS does not warrant that the use of any software (including New Software or third-party software) will be uninterrupted or error-free.

5. CUSTOMER'S OBLIGATIONS

- 5.1 CUSTOMER shall, at its own cost, on the request of NDBS:
 - 5.1.1 allow NDBS's employees, agents and contractors engaged in the provision of the Services access to its premises and make available reasonable office services and facilities (including computer facilities such as storage, computer consumables and data preparation facilities) necessary for the performance of the Services;
 - 5.1.2 obtain all licences, consents and permissions required for NDBS to perform the Services and ensure that any third-party software necessary for the delivery of the Services operates substantially in accordance with its published specifications;
 - 5.1.3 ensure its employees provide co-operation reasonably required by NDBS; and
 - 5.1.4 promptly supply NDBS with any information and documentation reasonably requested to facilitate the performance of the Services.

6. FEES AND PAYMENT TERMS

- 6.1 NDBS shall invoice CUSTOMER for the Fees in accordance with the frequency set out in the Order. All undisputed invoices shall be payable within 30 days of date of invoice.
- 6.2 If CUSTOMER disputes any invoice in good faith, it shall provide NDBS with written notice specifying the disputed amount and the reasons for the dispute within 30 days of the date of the relevant invoice. CUSTOMER shall promptly pay any undisputed portion of the invoice. The Parties shall work together in good faith to resolve the dispute promptly.

- 6.3 All Fees are exclusive of value-added tax (VAT) and any other applicable sales or withholding taxes, which will be charged to CUSTOMER at the prevailing rate unless otherwise stated in the Order.
- 6.4 CUSTOMER shall reimburse NDBS for all reasonable and properly incurred expenses related to the provision of the Services, including, but not limited to, travel and accommodation costs, upon receipt of appropriate supporting documentation such as receipts or invoices.

7. INTELLECTUAL PROPERTY

- 7.1 Unless expressly agreed otherwise in writing, Intellectual Property Rights arising out of or in connection with the Services (including in any Deliverables) shall be owned by NDBS.
- 7.2 To the extent that NDBS owns the Intellectual Property rights in any Deliverables and use of such Deliverables is necessary to make use of the Services, NDBS grants CUSTOMER a perpetual, non-exclusive licence to use any Deliverables (including, for the avoidance of doubt, any software). Such licence will be subject to such terms as may be set out in the Order.
- 7.3 To the extent that NDBS requires access to software that CUSTOMER either owns or has a licence to use, CUSTOMER hereby grants NDBS a non-exclusive licence to use the software for the purpose of providing the Services to CUSTOMER.

8. DATA PROTECTION

Each Party shall comply with the provisions of Schedule 1 (Data Protection).

8.1 INCIDENT REPORT

NDBS shall promptly and, in any event within 24 hours:

- 8.1.1 notify the CUSTOMER if it, or any of its Sub-Processors or NDBS Personnel, suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and
- 8.1.2 provide all information as the CUSTOMER requires to report the circumstances referred to in Clause 8.1.1 to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

9. CONFIDENTIALITY

- 9.1 Each Party (the "Receiving Party") shall maintain the confidentiality of the other Party's (the "Disclosing Party") Confidential Information and shall not, without the prior written consent of the Disclosing Party, disclose, copy, or modify the Confidential Information (or permit others to do so), except as necessary for the exercise of its rights and the performance of its obligations under this Agreement.

- 9.2 The Receiving Party undertakes to disclose the Disclosing Party's Confidential Information only to those of its officers, employees, agents, and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement.
- 9.3 The Receiving Party shall notify the Disclosing Party immediately upon becoming aware of any unauthorised misuse, disclosure, theft, or loss of the Disclosing Party's Confidential Information.
- 9.4 The provisions of this Clause 9 shall not apply to information which:
- 9.4.1 is or becomes part of the public domain through no fault of the Receiving Party or its officers, employees, agents, or contractors;
 - 9.4.2 is lawfully received by the Receiving Party from a third party free of any obligation of confidence at the time of its disclosure;
 - 9.4.3 is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; or
 - 9.4.4 is required to be disclosed by law, court order, or governmental or regulatory authority, provided that the Receiving Party, where possible, notifies the Disclosing Party at the earliest opportunity prior to making any such disclosure.
- 9.5 The obligations under this Clause 9 shall survive the termination or expiry of this Agreement for a period of six (6) years.

10. LIMITATION OF LIABILITY

- 10.1 The extent of either Party's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Clause 10.
- 10.2 Subject to Clause 10.6, either Party's total aggregate liability to the other Party (whether arising from negligence, breach of contract, or any other cause whatsoever) shall, in no event, exceed the greater of £250,000 or 140% of the Fees paid or payable in the twelve months immediately preceding the date on which the claim first arose.
- 10.3 Neither party shall be liable for any indirect, special or consequential loss or damage howsoever caused.
- 10.4 Neither Party shall be liable to the other for any
- 10.4.1 loss of revenue; or
 - 10.4.2 loss of profits; or
 - 10.4.3 loss of the use of money; or

- 10.4.4 loss of anticipated savings; or
 - 10.4.5 loss of business; or
 - 10.4.6 loss of opportunity; or
 - 10.4.7 loss of goodwill; or
 - 10.4.8 loss of or unauthorised access to data; or
 - 10.4.9 loss of reputation.
- 10.5 Except as expressly stated in this Agreement, and subject to Clause 10.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 10.6 Notwithstanding any other provision of this Agreement, neither Party's liability shall be limited in any way in respect of the following:
- 10.6.1 death or personal injury caused by negligence;
 - 10.6.2 fraud or fraudulent misrepresentation; and/or
 - 10.6.3 any other losses which cannot be excluded or limited by applicable law.

11. INDEMNITY

- 11.1 NDBS shall indemnify the CUSTOMER for any direct losses, damages, liability, costs and expenses incurred by it as a result of any action, demand or claim that the provision of the Services or the Deliverables infringes the Intellectual Property Rights of any third party (an IPR Claim).
- 11.2 In the event that CUSTOMER receives notice of any IPR Claim, it shall:
- 11.2.1 notify the NDBS in writing as soon as reasonably practicable;
 - 11.2.2 not make any admission of liability or agree any settlement or compromise of the IPR Claim without the prior written consent of the NDBS;
 - 11.2.3 let NDBS at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if NDBS fails to conduct the IPR Claim in a timely or proper manner the CUSTOMER may conduct the IPR Claim at the expense of the NDBS;
 - 11.2.4 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and

- 11.2.5 provide NDBS with all reasonable assistance in relation to the IPR Claim (at the CUSTOMER's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the CUSTOMER.
- 11.3 If any IPR Claim is made or is reasonably likely to be made, NDBS may at its option:
 - 11.3.1 procure for the CUSTOMER the right to continue receiving the relevant Services or using and possessing the relevant Deliverables; or
 - 11.3.2 re-perform the infringing part of the Services or modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Services or the Deliverables remain in conformance to the specification.
- 11.4 NDBS's obligations under Clause 11.1 shall not apply to any Deliverables modified or used by the CUSTOMER other than in accordance with this Agreement or NDBS's reasonable written instructions.

12. TERMINATION AND CONSEQUENCES OF TERMINATION

- 12.1 This Agreement may be terminated immediately by a Party giving written notice to the other if:
 - 12.1.1 the other Party is in material breach which is either not capable of remedy; or if it is capable of remedy not remedied within 30 days of receipt of notice specifying the nature of the material breach;
 - 12.1.2 the other Party ceases, or threatens to cease, carrying on business; or
 - 12.1.3 the other Party becomes insolvent or, in the other Party's reasonable opinion, is likely to become insolvent.
- 12.2 Termination of this Agreement shall be without prejudice to the rights of either Party in respect of any prior breach.
- 12.3 On termination of this Agreement for any reason, the CUSTOMER shall immediately pay all valid outstanding invoices issued by NDBS, and termination of this Agreement shall automatically result in the termination of all associated Orders.

13. FORCE MAJEURE

No Party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations under this Agreement which is due to a Force Majeure event. If such event subsists for a period of 30 days or more the other Party may, forthwith by notice to the affected Party, terminate this Agreement with immediate effect without any cost or liability whatsoever.

14. CHANGE CONTROL PROCESS

- 14.1 Unless otherwise provided herein, all proposed changes, additions or modifications by either Party to the services, including all proposals by service recipient for additional services (such changes, additions, modifications and additional services, collectively, “changes”) shall be subject to the formal change control process set forth in this Clause 14 (the “Change Control Process”). The Party seeking a change will document the proposed change in writing, deliver such writing to the other Party, and specify a desired implementation date. The receiving Party shall evaluate the proposal.
- 14.2 No change shall be effective unless and until the Parties in their own discretion, mutually agree on the changes and reflect such agreed upon changes in writing on amended terms or an amended schedule which shall include the following information, as applicable:
- 14.2.1 the date and term of effectiveness of the changes;
 - 14.2.2 a description of the changes;
 - 14.2.3 the applicable Fees, if any, for such changes; and
 - 14.2.4 any additional provisions applicable to the changes that are not otherwise set forth in this Agreement or that are exceptions to the provisions set forth in this Agreement.
- 14.3 Amended terms or an amended schedule reflecting changes made pursuant to this Clause 15 shall become effective only when executed in writing by both of the Parties.

15. DISPUTE RESOLUTION

- 15.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a “Dispute”), either Party may serve written notice of the Dispute on the other Party (a “Dispute Notice”).
- 15.2 Following service of a Dispute Notice, the Dispute shall be referred in the first instance to the Account Manager for NDBS and the person responsible for acquiring the Services for the CUSTOMER. These representatives shall meet (in person or via teleconference) within five (5) Business Days of service of the Dispute Notice to attempt to resolve the Dispute through good faith negotiations. Consent to such a meeting proposed by one Party shall not be unreasonably withheld by the other. The Account Manager and the person responsible for acquiring the Services for the CUSTOMER shall each have full authority to conduct negotiations and to enter into a settlement agreement on behalf of their respective Party.
- 15.3 If the Dispute is not resolved within five (5) Business Days of the initial meeting (or such other period as the Parties may agree in writing), the Dispute shall be escalated to the Chief Operating Officer of NDBS and, for the CUSTOMER, a director or other individual

of equivalent or higher seniority. These individuals shall meet (in person or via teleconference) within five (5) Business Days following the escalation to attempt to resolve the Dispute through further good faith negotiations.

- 15.4 If the Dispute remains unresolved following the negotiation escalation process and no resolution is reached within ten (10) Business Days of such escalation (or such other period as may be agreed in writing), either Party may refer the matter to litigation.

16. NOTICES

- 16.1 Any notice given by a party under this Agreement shall be:

16.1.1 in writing and in English;

16.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and,

16.1.3 sent to the relevant party at the address set out in Clause 16.3.

- 16.2 Notices may be given, and are deemed received:

16.2.1 by hand: on receipt of a signature at the time of delivery;

16.2.2 by post: on receipt of a signature at the time of delivery; or

16.2.3 by email: provided confirmation is sent by first class post on receipt of a read receipt email from the correct address.

- 16.3 Notices shall be sent to:

For NDBS:

For the attention of: Commercial Team at 12 Gough Square, London, EC4A 3DW, United Kingdom

Email: commercial-solutions-uk@nttdata.com

For the CUSTOMER:

For the attention of: [insert name], [address], [city], [post code], [country]

Email: [Email]

- 16.4 Any change to the contact details of a party as set out in Clause 16.3 shall be notified to the other party in writing.

17. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 ("TUPE")

- 17.1 Each Party warrants to the other that no persons are intended to transfer to the other Party under the application of TUPE or otherwise as at the Effective Date or at the date of termination of this Agreement, as applicable.
- 17.2 Each Party shall indemnify and keep indemnified the other Party against any and all employment liabilities, claims, costs, or expenses arising from or connected with:
 - 17.2.1 its breach of the warranties in this Clause 17; or
 - 17.2.2 any claim by an employee or third party asserting a transfer of employment to the other Party by virtue of TUPE or otherwise, contrary to the warranties provided in this Clause 18.

18. NO PARTNERSHIP OR AGENCY

The Parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

19. CONFLICTS WITHIN AGREEMENT

In the event of any conflict or inconsistency between the provisions of this Agreement and its associated documents, the order of priority shall be as follows (in descending order):

- 19.1 the Order;
- 19.2 the Statement of Work (SOW);
- 19.3 the terms and conditions in the main body of this Agreement; and
- 19.4 the Schedules and exhibits.

20. GENERAL PROVISIONS

- 20.1 Neither Party may assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement, without the other's prior written consent.
- 20.2 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.
- 20.3 Each Party shall comply with all applicable laws, statutes, and regulations relevant to this Agreement, including, without limitation, the Bribery Act 2010, the Modern Slavery Act 2015, and any other anti-bribery, anti-corruption, anti-slavery, or human trafficking laws, as amended from time to time.

- 20.4 This Agreement sets out the entire agreement between the Parties relating to its subject matter and overrides any prior correspondence or representations. All warranties and conditions not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.
- 20.5 In entering into this Agreement and any Orders associated with it, neither Party has relied on any Pre-Contractual Statement save to the extent that such statement or representation is included in this Agreement or other documents referred to by it.
- 20.6 This Agreement shall become effective and enforceable only upon execution by all signatories.
- 20.7 Any variation to this Agreement must be in writing and signed by the authorised signatories of both Parties.
- 20.8 No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.9 The Parties agree that, during the Term of this Agreement and for a period of one (1) year following its termination, neither Party shall, directly or indirectly, employ or engage the services of any employee of the other Party who was involved in the performance of this Agreement, without obtaining the prior written consent of the other Party.
- 20.10 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 20.11 This Agreement is intended to be legally binding and shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

21. SIGNATURES

Signed for and on behalf of: CUSTOMER	Signed for and on behalf of: NDBS
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Signed for and on behalf of: CUSTOMER (optional)	Signed for and on behalf of: NDBS
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

22. SCHEDULES

SCHEDULE 1 – DATA PROTECTION

1. DEFINITIONS

Data Controller	has the meaning given to “Data Controller”, or “Controller” as appropriate, in the Data Protection Laws.
Data Breach	means a “personal data breach” as defined in the Data Protection Laws, being a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
Data Processor	has the meaning given to “Data Processor”, or “Processor” as appropriate, in the Data Protection Laws.
Data Protection Laws	means any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Data Protection Act 2018, the Data Protection Bill, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended or superseded and the EU GDPR (Regulation (EU) 2016/679) and the UK GDPR.
EU GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from the time to time.
GDPR	means either the EU GDPR or UK GDPR, depending on which is applicable to the processing.
Personal Data	has the meaning given in the Data Protection Laws.
UK GDPR	means the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1

	to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated or amended and including any subordinate or replacement legislation.
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2. COMPLIANCE WITH DATA PROTECTION LAWS

The Parties shall each comply with their respective obligations under the applicable Data Protection Laws.

3. PROCESSING OBLIGATIONS

In respect of any Personal Data to be processed by a Party acting as Data Processor pursuant to this Agreement for which the other Party is Data Controller, the Data Processor shall:

- 3.1 provide appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;
- 3.2 not engage any sub-processor without the prior specific or general written authorisation of the Data Controller (and in the case of general written authorisation; the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Data Controller the opportunity to object to such changes);
- 3.3 ensure that any sub-processor that is engaged to process such Personal Data by the Data Processor is subject to data protection obligations that are similar to those applicable to the Data Processor under this Schedule;
- 3.4 process the Personal Data only to perform its obligations under this Agreement or other documented instructions and for no other purpose save to the limited extent required by law;
- 3.5 on termination of this Agreement, at the Data Controller's option either return or destroy the personal data (including all copies of it) immediately;
- 3.6 ensure that all persons authorised to access the personal data are subject to obligations of confidentiality;
- 3.7 make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Schedule and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller; provided that, in respect of this provision the Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Laws;
- 3.8 taking into account the nature of the processing, provide assistance to the Data Controller, insofar as possible, in connection with the fulfilment of the Data Controller's obligation to

respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the UK GDPR to the extent applicable. Such assistance to be chargeable at Data Processor's standard rates or rates agreed by the Parties from time to time;

- 3.9 provide the Data Controller with assistance in ensuring compliance with Articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Data Controller, taking into account the nature of the processing and the information available to the Data Processor. Such assistance to be chargeable at Data Processor's standard rates or rates agreed by the Parties from time to time;
- 3.10 notify the Data Controller without undue delay (and in any event, within 24 hours of becoming aware of a security breach in respect of Personal Data that it processes on behalf of the Data Controller) in writing if the Data Processor becomes aware of a Data Breach;
- 3.11 maintain a record of its processing activities in accordance with Article 30(1) of the GDPR; and
- 3.12 allow the Data Controller (or its appointed third-party auditor) to conduct an audit of compliance with this Schedule by the Data Processor pursuant to this Agreement (including by way of physical inspection) no more frequently than once per year during the term and on at least 10 days' notice to the Data Processor in advance (provided that the Data Processor shall be entitled to require that any third-party auditor appointed to conduct such an audit enters into a confidentiality agreement with the Data Processor prior to such audit being conducted). Support for audits to be chargeable at Data Processor's standard rates or at rates agreed by the Parties from time to time.

4. INTERNATIONAL DATA TRANSFER

In respect of any Personal Data to be processed by a Party acting as Data Processor pursuant to this Agreement for which the other Party is Data Controller, the Data Processor shall not, save as set out below, transfer the Personal Data outside the territory comprising the UK and EEA or to an international organisation without first:

- 4.1 ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws;
- 4.2 notifying the Data Controller of the protections and adequate safeguards in Clause 4.1 above; and
- 4.3 documenting and evidencing the protections and adequate safeguards in Clause 4.1 above and allowing the Data Controller access to any relevant documents and evidence.

5. DETAILS OF PROCESSING ACTIVITIES

The following table sets out the details of processing as required by Article 28 of GDPR:

Purposes for which the Personal Data shall be processed	Solely in connection with providing Services under this Agreement.
Description of the categories of the data subjects	CUSTOMER's employees and subcontractors.
Description of the categories of Personal Data	The minimum required contact data and personal data required to provide the Services: employee name, business address, business phone number, business mobile number, business e-mail address, system login details and such other personal data as it required to provide the Services.
Description of transfers of Personal Data to a country outside of the UK	The following NTT Data organisations may process data as sub-processors. NTT DATA Business Solutions AG Königsbreede 1 33605 Bielefeld, Germany NTT DATA Business Solutions sp. z o.o. Business Garden Poznań ul. Pastelowa 8 PL-60-198 Poznań, Poland NTT DATA Business Solutions Holding B.V. Utopialaan 50 5232 CE 's-Hertogenbosch, Netherlands

	Intelligence Outsourcing MSC Sdn Bhd (H.Q) c/o NTT MSC, Momiji (West) Building No. 43000 Persiaran APEC MY-63000 Cyberjaya, Selangor, Malaysia NTT DATA Business Solutions Pvt. Ltd. Plot no. 4, Softsol Tower - 2, 3rd floor, Software Units Layout Madhapur, Hi-Tech City Hyderabad - 500081, Telangana, India FH S.A. 100 SCN QD 04, Bloco B #1201 Brasilia, Distrito Federal 70714-900, Brazil NTT DATA Business Solutions Türkiye Nidakule Ataşehir Kuzey İş Merkezi, Barbaros Mah. Begonya Sok. No:3/A Ataşehir 34746 İstanbul, Turkey NTT DATA Business Solutions Inc. 10856 Reed Hartman Highway, Cincinnati, OH 45242, USA
The envisaged time limits for erasure of the different categories of Personal Data Please specify how long you think the Personal Data will be retained for, where possible.	Personal Data will be erased within six months of the completion of the Services, unless otherwise agreed with the CUSTOMER, or if retention is required by law.

General description of technical and organisational security measures Where possible, please describe the measures put in place under Article 32(1) GDPR.	All data held on CUSTOMER laptops is permanently encrypted. Access to data held in CUSTOMER networks is restricted to CUSTOMER employees or subcontractors under the control of CUSTOMER.
Authorised Sub-Processors List the sub-processors who will process Personal Data.	Subcontractors under the control of NDBS.

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This Agreement is made between:

NTT Ltd Group Services United Kingdom Limited Company No 09749205 whose registered office is at 1 King William Street, London, EC4N 7AR ("CUSTOMER"),

by

NTT DATA BUSINESS SOLUTIONS LIMITED that has the following company number 03689001 and whose registered office is located at 12 Gough Square, London EC4A 3DW, UK ("NDBS"),
each Party and together the Parties.

The CUSTOMER has agreed to appoint NDBS to provide the Software licensing and Maintenance set out in this Agreement, on the terms below:

1. AGREEMENT

This Agreement consists of these terms and conditions and the following schedules:

- 1.1 Schedule 1 describes the Software, Support and any Cloud Services to be provided by NDBS together with charges payable by the CUSTOMER;
- 1.2 Schedule 2 provides a product description or product description of the Software;
- 1.3 Schedule 3 sets out terms that apply to Maintenance.

2. DEFINITIONS

For the purpose of this Agreement the following terms shall have the following meanings:

Agreement	means these terms and conditions together with their associated schedules.
Charges	means the charges for the Software and support. All charges shown exclude VAT.
Cloud Services	means software operating in a cloud environment provided by NDBS or its partners such as SAP.
Effective Date	means the DATE or the date that NDBS receives and approves the CUSTOMER's signed acceptance of this Agreement.
Initial Term	means INITIAL TERM.
Maintenance	means support services provided by NDBS as described in Schedule 3 to this Agreement. Maintenance only applies to On-Premise Software.
On-Premise Software	means software installed in the CUSTOMER's computing environment or a third party's computing environment with the agreement of the CUSTOMER and NDBS, such agreement not to be unreasonably withheld.

Software	means the software to be provided by NDBS including software authored by a SAP or another third party as described in Schedule 1 of this Agreement together with the appropriate Documentation.
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3. TERM AND TERMINATION

- 3.1 This Agreement and the licence granted under it will be deemed to commence on Effective Date and, unless terminated in accordance with the provisions of paragraph 10 below, continue for the Initial Term, and renew automatically thereafter for successive periods of one year unless and until terminated by either Party with three months' written notice prior to the end of the Initial Term, or thereafter prior to the start of each calendar year unless we otherwise agree with you in writing.
- 3.2 From the Effective Date, in consideration of the payment of the Charges set out in Schedule 1 NDBS shall grant to the CUSTOMER a licence to use the Software (on the terms of the EULA that can be viewed at <https://nttdata-solutions.com/wp-content/usermedia/15May22-Group-IP-EULA-Republished.pdf>) and shall provide the CUSTOMER with the Maintenance providing such services are indicated in Schedule 1. In the event of a conflict between these terms and conditions and the EULA, the EULA shall take precedence.
- 3.3 The CUSTOMER may terminate this Agreement and the licences granted under this Agreement by written notice with immediate effect if NDBS ceases to be an authorised reseller of Software. Either of NDBS or the CUSTOMER may terminate this Agreement and the licences granted under this Agreement by written notice with immediate effect if:
- 3.3.1 the other becomes or is likely to become insolvent; or
 - 3.3.2 the other appoints a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of its assets or revenue; or
 - 3.3.3 the other materially breaches this Agreement; or
 - 3.3.4 any sum payable under this Agreement is not paid within one month of the CUSTOMER's receipt of notice demanding payment, such notice being provided after the due date for payment in accordance with this Agreement has occurred;
- 3.4 In the event of termination of this Agreement for any reason, no fees shall be payable by the CUSTOMER in respect of any period beyond the effective date of termination (and NDBS shall refund any such fees paid in advance).
- 3.5 Termination of this Agreement for any reason shall be without prejudice to the rights and remedies of either of us which may have accrued up to termination.
- 3.6 Termination of Maintenance alone by either of us shall not affect the CUSTOMER's rights to use the Software granted under this Agreement.

4. PAYMENT OF CHARGES

- 4.1 The Licence Fee and initial support fee are payable in advance on the Effective Date. The support fee shall be payable annually in advance for the period 1 January to 31 December in each year. In the event that the Effective Date is not 1 January of any year, then a prorated amount for the period from the Effective Date until 1 January of the following year shall be charged on the Effective Date.

- 4.2 NDBS shall invoice the CUSTOMER for fees as appropriate. All invoices shall be payable within 30 days of receipt of invoice by the CUSTOMER.
- 4.3 All charges exclude VAT at the prevailing rate.
- 4.4 NDBS reserves the right to increase the Charges on each anniversary of the commencement of this Agreement by an amount no greater than the cumulative increase in the Consumer Prices Index (CPI) since the commencement date of this Agreement or 3.3% calculated on a cumulative year-over-year basis since the commencement date of this Agreement, whichever is the greater.

5. CONFIDENTIALITY

Each Party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third Party. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

6. DATA PROTECTION

The Parties acknowledge that they have completed an appropriate data protection agreement and that the agreement is current.

7. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

The Parties agree and acknowledge that it is not intended that any persons are intended to transfer from one Party to the other Party by virtue of the application of TUPE or otherwise as at the Effective Date or at the date of termination of this Agreement.

8. FORCE MAJEURE

No Party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations under this Agreement which is due to an event outside the reasonable control of that Party. If such event subsists for a period of 30 days or more the other Party may, forthwith by notice to the affected Party, terminate this Agreement with immediate effect without any cost or liability whatsoever.

9. LIMITATION OF LIABILITY

Except to the extent that such liability cannot be excluded by law (and excluding liability for loss or personal injury, for fraudulent misrepresentation or willful misconduct), this clause 8 sets out the entire liability of the Parties to one another for breach of contract, tort (including negligence) or otherwise howsoever arising.

- 9.1 Save for the payment of the Charges due under this Agreement, neither Party shall be liable to the other for any
 - 9.1.1 loss of revenue; or
 - 9.1.2 loss of profits; or
 - 9.1.3 loss of the use of money; or

- 9.1.4 loss of anticipated savings; or
 - 9.1.5 loss of business; or
 - 9.1.6 loss of opportunity; or
 - 9.1.7 loss of goodwill; or
 - 9.1.8 loss of or unauthorised access to data; or
 - 9.1.9 loss of reputation; or
 - 9.1.10 for any indirect, special or consequential loss or damage howsoever caused.
- 9.2 Either Party's total aggregate liability to the other or any person (whether for negligence or breach of contract or in any case whatsoever) shall in no event exceed the greater of £250,000 or 140% of the sums paid by the CUSTOMER to NDBS under this Agreement.
- 9.3 Should the customer require a higher level of liability this may be available at an additional cost.

10. INTELLECTUAL PROPERTY INDEMNITY

- 10.1 NDBS shall at all times during the term of this Agreement indemnify and keep the CUSTOMER indemnified, against all losses arising for a claim for infringement of a third Party's Intellectual Property caused by the Software or services provided under this Agreement, providing that:
- 10.1.1 the Software has been used in accordance with the terms of this Agreement;
 - 10.1.2 the CUSTOMER has informed NDBS of a likely claim in a timely manner;
 - 10.1.3 the CUSTOMER has taken reasonable steps to mitigate any claim; and
 - 10.1.4 the CUSTOMER fully cooperates with NDBS in defending any claim.
- 10.2 At its sole discretion NDBS may either defend or settle any claim.

11. GENERAL

- 11.1 Each Party agrees, to the extent they apply to this agreement, to comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including (without limitation), all applicable Data Protection Laws, the Bribery Act 2010 and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015.
- 11.2 This Agreement, its content, the matters to which it relates and information exchanged pursuant to it are confidential between the parties.
- 11.3 This Agreement is intended to be legally binding and shall be subject to English law and the exclusive jurisdiction of the English courts.

Signed for and on behalf of: CUSTOMER	Signed for and on behalf of: NDBS
Signature:	Signature:

Name :	Name :
Title :	Title :
Date :	Date :
Signed for and on behalf of: CUSTOMER (optional)	Signed for and on behalf of: NDBS (optional)
Signature:	Signature:
Name :	Name :
Title :	Title :
Date :	Date :

12. SCHEDULES

SCHEDULE 1
SOFTWARE , SUPPORT AND CHARGING

13.

Product Code	Product Name	Product Type	Licence Sales Unit	Quantity	Licence Price	Total Licence Cost	Maintenance	Annual Maintenance Charge
	Natuvion Sophia Scan	On Premise	Each	3	£6,500.00	£19,500.00	No	£0.00
	Each scan license has a maximum term of 6 months usa rights after deployment							
	Each license can be deployed on different dates to meet the timing of the programme							
Total						£19,500.00		£0.00

- The product license is invoiced in advance and subject to VAT at the prevailing rate

Information Type	VITAL
Company	NTT DATA Business Solutions Limited
Information Owner	Philip Newman – Chief Operating Officer

SCHEDULE 2
PRODUCT DESCRIPTION

NATUVION SOPHIA

Limited time deployment license initial term = 6 months

**SCHEDULE 3
MAINTENANCE TERMS**

Not Applicable as this is for a subscription only