

Schedule 1

Standard Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in the Agreement.

1.1 Definitions:

“Acceptable Use Policy”	any acceptable use policy set out in the Statement of Work or as otherwise notified by Crimson to the Customer Party and as amended from time to time.
“Acceptance Criteria”	the criteria (if any) specified in a Statement of Work, which, subject to clause 10, a Deliverable is required to meet under that Statement of Work as a pre-condition of its acceptance by the Customer Party.
“Acceptance Test”	in respect of any Deliverable, a test to demonstrate whether or not that Deliverable meets any applicable Acceptance Criteria (and the term “Acceptance Testing” will be construed accordingly).
“Affiliate”	any entity that is a subsidiary undertaking or parent undertaking of another entity or a subsidiary undertaking of any such parent undertaking from time to time (as defined by section 1162 of the Companies Act 2006) or any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
“Agreement Details”	the details set out at the start of the Agreement.
“Authorised User”	any individual who is entitled to use of the Third Party Services and/or subscription services named to Crimson as a user by the Customer Party.
“Available Services”	the services, including without limitation any Deliverables, which Crimson is willing to provide to the Customer and the Customer Affiliates as set out in Schedule 2 or as otherwise set out in a Quotation from time to time.
“Business Day(s)”	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
“Charges”	the charges specified in the Statement of Work payable by the Customer for the supply of the Services by Crimson.
Confidential Information	all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its “Representatives”) to the other party and that party's Representatives in connection with this Agreement and/or the applicable Statement of Work, which information is either

labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

“Commencement Date”	has the meaning set out in the Agreement Details.
“Control”	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
"Crimson Background IPRs"	all Intellectual Property Rights that are owned by or licensed to Crimson and which are or have been developed independently of any Statement of Work in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Customer Party to receive and use the Services, and including all updates, modifications, derivatives or future developments thereof.
“Customer Affiliate”	an Affiliate of the Customer.
“Microsoft Customer Agreement”	the Microsoft customer agreement, which is a direct agreement between the Customer Party and Microsoft and is a condition of Cloud Solution Provider Program that the Customer Party enters into this agreement, the terms of which are found at https://www.microsoft.com/licensing/docs/customeragreement and which may be updated from time to time.
“Customer Party”	means the Customer or Customer Affiliate party to the relevant Statement of Work.
"Customer Party Background IPRs"	all Intellectual Property Rights in the Customer and/or Customer Party Materials (as applicable).
“Data Protection Legislation”	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
“Deliverables”	all documents, products and materials developed by Crimson or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).
“Designated Works”	has the meaning set out in clause 12.3.

“Exit Manager”	the appointed representative of either party who is accountable for the management and execution of the Exit Plan.
“Exit Management Schedule”	a provision in the contract that outlines the obligations of the parties involved in the event of termination or expiration of the contract.
“Exit Plan”	an outline of agreed activity required for each party and obligations in the event of termination or expiration of the contract or services. This includes any information relating to risks, issues and dependencies as part of the Exit Plan.
“Exit Services”	are the agreed activities that Crimson need to perform within the Exit Plan to meet their obligation.
“Foreground IPRs”	all Intellectual Property Rights in the Deliverables that consist of bespoke materials or code creative exclusively under the Services for the Customer, other than Crimson Background IPRs or any other Intellectual Property Rights belonging to third parties.
“Good Industry Practice”	the standards of a skilled and experienced provider of services similar or identical to the Services, having regard to factors such as the nature and size of the Parties, the type of service, Service Levels, the term, the pricing structure and any other relevant factors
“Delivery Plan”	any plan or timetable for the provision of Services and/or Deliverables as specified in or created pursuant to a Statement of Work.
“Initial Term”	has the meaning set out in the Agreement Details.
“Intellectual Property Rights”	any and all intellectual property rights of any nature, including, but not limited to, patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in methodologies, techniques and tools, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of clients, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Licence Agreement”	all agreements that may have to be entered into by the Crimson and/or the Customer Party in respect of Third-Party Services used in the provision of the Services.
“Normal Business Hours”	9:00 am to 5.30 pm Monday – Friday, local UK time unless otherwise set out in the Statement of Work.
Premises	the Customer Party’s premises as set out in the applicable Statement of Work.
“Quotation”	has the meaning set out in clause 3.2.
“Relief Events”	the following events: (a). any failure by the Customer to comply with its obligations under this Agreement or any act or omission of the Customer that directly and detrimentally impacts the Services; (b). any error or malfunction in the Customer's business systems or any other software, hardware or systems for which Crimson is not responsible or any failure by the Customer, its agents or contractors (including any existing service provider) to obtain sufficient support and maintenance, as required, for any software, hardware or systems for which Crimson is not responsible; (c). any failure by the Customer or its agents or contractors (including any existing service provider) to provide any information, co-operation or instructions to Crimson which is reasonably required by Crimson for the proper performance of its obligations under this Agreement; (d). any telecommunications network defect, delay or failure or failure of the Customer’s hardware or other systems; or (e). any of the causes or events set out in Clause 13.8.
“Services”	the services, including without limitation any Deliverables, to be provided by Crimson for the Customer Party pursuant to a Statement of Work.
“Service Commencement Date”	the commencement date set out in the applicable Statement of Work or as otherwise agreed between the parties for the commencement of the Services.
“Service Levels”	the service levels (if any) specified in a Statement of Work.
“Service Specific Terms”	means the service specific terms applicable to the Available Service(s) as set out in the relevant Statement of Work.

“Statement of Work” or “SOW”	an agreement for the provision of Services by Crimson to a Customer Party based on Crimson’s standard template and agreed in between Crimson and Customer Party accordance with clause 3 (Statement of Work process).
“Third Party”	any third party that supplies Third Party Services to Crimson and/or the Customer Party (as the case may be) during the provision of the Services.
“Third Party Services”	any services, goods, code or software programs written or provided by a Third Party which are used during the provision of the Services.
“User Subscription”	the user subscriptions purchased by the Customer Party pursuant to a Statement of Work which entitle authorised users to access and use the Third Party Services in accordance with this Agreement.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement or any Statement of Work.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159 (1)(a) and (c) to voting rights are to the members’ rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.11 A reference to **writing** or **written** includes email.

- 1.12 A reference to **the Agreement** or to any other agreement or document referred to in the Agreement is a reference to the Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Agreement) from time to time.
- 1.13 References to clauses are to clauses of the Agreement or the relevant Schedule and references to schedules are to the Schedules of the Agreement.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and Duration

- 1.1 The Agreement shall commence on the Agreement Commencement Date and shall continue for the Initial Term, unless terminated earlier in accordance with clause 15 (Termination).
- 1.2 The Agreement shall automatically extend for 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term.
- 1.3 Either party to this Agreement may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate the Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 1.4 In the event that no Statements of Work have been entered into in any Extended Term and no Statements of Work remain in force, the Agreement shall automatically terminate at the end of the relevant Extended Term unless the parties to the Agreement agree otherwise in writing.

2. Statement of Work Process

- 2.1 The Customer and the Customer Affiliates shall be entitled from time to time to request in writing the provision of any or all of the Available Services from Crimson.
- 2.2 Within 10 Business Days of receipt of a written request from a Customer or Customer Affiliate, Crimson shall either:
 - 2.2.1 notify the Customer or Customer Affiliate that it is not able to provide the requested Available Services; or
 - 2.2.2 complete and submit the draft Statement of Work for the relevant Services to the Customer or Customer Affiliate (as applicable) for its written approval.
- 2.3 A Statement of Work shall be valid for a period of 30 days from its date of issue, unless otherwise specified in the Statement of Work. A Statement of Work shall not enter into force, be legally binding or have any other effect unless:
 - 2.3.1 the Statement of Work has been signed by the authorised representatives of both parties to it; and
 - 2.3.2 as at the date the Statement of Work is signed, the Agreement has not been terminated.

2.4 Each Statement of Work:

- 2.4.1 shall be entered into by the Customer or Customer Affiliate and Crimson and it is the applicable Customer Party that enters into the Statement of Work that shall be liable to perform the obligations as the 'Customer Party' under this Agreement and the Statement of Work;
 - 2.4.2 shall adopt the terms of the Agreement;
 - 2.4.3 shall specify the Service Specific Terms applicable; and
 - 2.4.4 forms a separate contract between its signatories.
- 2.5 Any amendments to the Agreement agreed by the Customer and Crimson in accordance with clause 24 (Variation) shall be deemed to apply to all future Statement of Works entered into after the date of such amendment.
- 2.6 Crimson shall not be under any obligation to perform, and the Customer Party shall not be under any obligation to accept any Services unless and until the applicable Statement of Work has been executed.
- 2.7 Each Statement of Work shall commence on the commencement date of the Statement of Work and shall remain in force for the term set out in the Statement of Work unless otherwise agreed by the Parties in writing or earlier terminated in accordance with the provisions of this Agreement or the Statement of Work.

3. Quotations

- 3.1 Where the Customer wishes to order services from Crimson which are not set out in in Schedule 2, the Customer or Customer Affiliate may request in writing a quotation for the relevant services from Crimson.
- 3.2 Following receipt of the written request for quotation, Crimson shall prepare and issue to the Customer or Customer Affiliate a proposal describing the services to be provided, the timeline for delivery and the price of the services ("**Quotation**"). Each Quotation shall be valid for a period of 30 days from its date of issue, unless otherwise specified in the Quotation.
- 3.3 If the Customer or Customer Affiliate wishes to order the services in accordance with the Quotation, it shall notify Crimson in writing and the provisions of clause **Error! Reference source not found.** shall apply.
- 3.4 This Agreement shall (i) be in substitution for any prior oral or other prior arrangements between Crimson and the Customer Party in connection with the purchase of the relevant Services; and (ii) prevail over any of the Customer Party's inconsistent terms or conditions contained in, or referenced in, any order confirmation or other acknowledgement, Quotation, purchase order(s), delivery note, invoice or similar document or implied by law, trade custom or practice.

4. Relationship Manager

- 4.1 Each party shall appoint a Relationship Manager, with authority to act for the party they represent on all matters relating to the Agreement and any Statement of Work.
- 4.2 The Relationship Managers shall meet regularly to:

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- 4.2.1 monitor the provision of Services and Deliverables and progress against any applicable Delivery Plan;
- 4.2.2 identify and implement any measures which may be appropriate in respect of any identified risk or issue;
- 4.2.3 monitor payment of invoices; and
- 4.2.4 discuss the performance of the Agreement and any Statement of Works, and to agree new Statement of Works.

5. Project Manager

- 5.1 Crimson may appoint the Crimson project manager in respect of the Services, who shall have authority under the relevant Statement of Work contractually to bind Crimson on all matters relating to the Services to be provided thereunder.
- 5.2 The Customer Party shall appoint the Customer Project Manager in respect of the Services, who shall have authority under the relevant Statement of Work contractually to bind the Customer Party on all matters relating to the Services to be provided thereunder.
- 5.3 Each party's Project Manager shall be responsible for:
 - 5.3.1 discharging that party's obligations under the Statement of Work;
 - 5.3.2 liaising with the other party's Project Manager; and
 - 5.3.3 acting as that party's prime point of contact with the other party, in respect of the Statement of Work.
- 5.4 The Project Managers appointed in respect of each Statement of Work shall meet regularly to:
 - 5.4.1 monitor the provision of Services and Deliverables and progress against the Delivery Plan;
 - 5.4.2 identify and implement any measures which may be appropriate in respect of any identified risk or issue affecting the Statement of Work; and
 - 5.4.3 monitor payment of invoices.
- 5.5 Each party shall use reasonable endeavours to avoid changing its Project Manager during the performance of a Statement of Work. Should any such change prove necessary, the parties shall use reasonable endeavours to minimise any impact upon the timely performance of the Statement of Work which may arise from such change.

6. Supply of Services

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

- 6.2 Crimson shall use reasonable endeavours to meet any performance dates specified in each Statement of Work, always provided that if no performance dates are so specified Crimson shall perform the Services within a reasonable time.
- 6.3 In supplying the Services, Crimson shall:
- 6.3.1 perform the Services with the level of care, skill and diligence in accordance with good industry practice
 - 6.3.2 co-operate with the Customer Party in all matters relating to the Services;
 - 6.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient numbers to ensure that it fulfils its obligations under the Statement of Work;
 - 6.3.4 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Statement of Work;
 - 6.3.5 ensure that the Services and Deliverables will conform in all material respects with all descriptions and specifications set out in the Statement of Work ;
 - 6.3.6 carry out any appropriate testing and quality assurance in respect of any Deliverable prior to its delivery to the Customer Party;
 - 6.3.7 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are free from defects in workmanship, installation and design on delivery;
 - 6.3.8 provide the Services during Normal Business Hours, unless otherwise agreed in a Statement of Work;
 - 6.3.9 comply with all applicable laws, statutes and regulations; and
 - 6.3.10 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer Party's premises and which have been communicated to Crimson no less than a week prior to the attendance at its Premises.
- 6.4 All Crimson Materials remain the exclusive property of Crimson.
- 6.5 Each party shall use reasonable endeavours (including, by way of example, the use of appropriate security procedures and reputable and up-to-date security software) to prevent contamination by viruses, worms, trojan horses, and other malicious software programs of data or computer systems owned or operated by the other party, or their exposure to denial of service attacks, via systems used or accessed in the performance of the Agreement or a Statement of Work.
- 6.6 If Crimson fails to provide the Services in accordance with clause 6.3, the Customer Party's sole and exclusive remedy shall be the re-performance of the Services in question by Crimson (at no cost to the Customer Party) within a reasonable time after written notice from the Customer Party specifying the nature of such failure.
- 6.7 In relation to managed services and only for the duration of Crimson providing those services, in the event that a defect, fault or impairment in the provision of the Service(s) causes a service interruption and Crimson becomes aware of this either through the

Customer giving notification to Crimson of such default, fault or impairment, or as a result of the Crimson's monitoring, then Crimson shall use its commercially reasonable endeavours to resolve that defect, fault or impairment as more fully set out in the Statement of Work and to the extent it reasonably can.

- 6.8 If Crimson determines in its reasonable opinion that such a defect, fault or impairment results directly or indirectly from: (i) the negligence, act, omission, or default of the Customer Party or Authorised User, (ii) the Customer Party's breach of this Agreement, or (iii) the operation, failure or malfunction of any network, equipment, hardware or software owned or controlled by the Customer Party or (iv) any third party action in response to an act or omission of the Customer Party or any person given access to the Service by the Customer Party (including third party hosted software vendors) then Crimson may recover from the Customer Party all reasonable costs to be incurred by it or on its' behalf in connection with the remedy of such defect, fault or impairment. Therefore, for the avoidance of doubt, Crimson can make no commitment to fix any fault and time is not of the essence.
- 6.9 Crimson will not be liable for any delay, claims, cost increase or other consequences to the extent that the same arises from any failure by the Customer Party to perform any of its obligations under the Agreement or a Statement of Work or should any agreed assumption prove to be inaccurate. Crimson will be given a reasonable extension of time to meet Crimson's obligations under any affected Statement of Work to take account of the impact caused by such delay and the Customer Party shall reimburse Crimson for any costs actually and reasonably incurred as a result of the delay. Any extension of time granted under this clause 6.8 shall not operate (unless otherwise stipulated in the relevant Statement of Work) so as to require Crimson to deliver services beyond any limit on the number of days effort specified in a Statement of Work where the Charges are calculated on a time and materials basis and subject to a time limit.
- 6.10 Subject to Clause 15.1, and notwithstanding any other provision of this Agreement, Crimson shall have no liability for failure or delay to perform the Services or its other obligations under this Agreement or the applicable Statement of Work, or for any costs, charges or losses sustained or incurred by the Customer as a result of such, if it is prevented, hindered or delayed in doing so as a result of any Relief Event. If Crimson are so prevented, hindered or delayed in performing the Services as a result of any Relief Event it may recover its losses incurred as a result of this from the Customer Party.
- 6.11 Except for any warranties and Service Levels expressly set forth in this Agreement, the Services are provided on an "as is" basis, and Customer Party's use of the Services is at its own risk. Crimson does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice.

7. Third Party Services

- 7.1 Unless expressly agreed to the contrary in a Statement of Work:
- 7.1.1 the Customer Party shall be responsible for obtaining any relevant licences in respect of Third Party Services;
- 7.1.2 any such licence shall be between the licensor of the Third Party Services and the Customer Party;
- 7.1.3 the Customer Party shall execute the form of licence required by that licensor in respect of the Third Party Services; and

- 7.1.4 the Customer shall ensure that it obtains sufficient consent, and allows Crimson and its subcontractors full use of the Third Party Services in relation to the Services provided.
- 7.2 Where the Third Party Services are necessary for the provision of the Services, it is a condition of the applicable Statement of Work that the Customer Party shall enter into and accepts such Licence Agreements, Third Party terms and/or the Microsoft Customer Agreement (as applicable) issued by the Third Party where the Customer must directly contract with that Third Party as so prescribed by the relevant suppliers of each Third Party Services identified within the applicable Statement of Work. In the event the Customer does not enter into or accept the terms of such Licence Agreements, Third Party terms and/or the Microsoft Customer Agreement (whether directly contracted with Crimson or the relevant Third Party), Crimson reserves the right to suspend the provision of the Services until such time as the Customer enters into such Licence Agreement and/or accepts such Third Party terms.
- 7.3 If Crimson procure any Third Party Services in the provision of the Services, as set out in the applicable Statement of Work, Crimson or the relevant Third Party will grant to the Customer Party a non-exclusive, non-transferable right to permit the authorised users to use the Third Party Services during the Term of the applicable Statement of Work or as otherwise set out in the Statement of Work, solely for the Customer Party's internal business operations pursuant to the terms of the applicable Licence Agreement, Third Party terms and/or the Microsoft Customer Agreement.
- 7.4 In relation to the authorised users, the Customer Party undertakes that:
- 7.4.1 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Third Party Services;
- 7.4.2 each Authorised User shall keep any passwords used confidential;
- 7.4.3 it shall maintain a written, up to date list of current authorised users and provide such list to Crimson within five (5) Business Days of Crimson's written request from time to time;
- 7.4.4 it shall permit Crimson to audit the Customer Party's use of the Third Party Services for each Authorised User. Such audit may be conducted no more than once per quarter, at Crimson's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer Party's normal conduct of business;
- 7.4.5 if any of the audits referred to in Clause 8.4.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Crimson's other rights, the Customer Party shall promptly disable such passwords and Crimson shall not issue any new passwords to any such individual; and
- 7.4.6 if any of the audits referred to in Clause 8.8.4 reveal that the Customer Party has underpaid Charges to Crimson based on actual utilisation of Third Party Services and/or individuals are using the Third Party Services who are not authorised users, without prejudice to Crimson's other rights, the Customer Party shall pay to Crimson an amount equal to such underpayment within ten (10) Business Days of the date of the relevant audit or upon request by Crimson, promptly disable access to such individuals.
- 7.5 The Customer Party may, from time to time during the Initial Term (or any Extended Term):

- 7.6 subject to the Licence Agreement, Third Party terms and/or the Microsoft Customer Agreement and the Statement of Work, request that the User Subscriptions are increased but the Customer Party is not permitted to decrease below the Minimum Commitment provisioned; or
- 7.7 request additional usage at any point in excess of the User Subscriptions, by giving Crimson written notice subject to the following:
- 7.8 Crimson shall evaluate the Customer Party's request for additional usage and grant or refuse the request (in its sole discretion);
- 7.9 if Crimson approves the Customer Party's request to purchase additional usage, the Customer Party shall, within thirty (30) days of the date of Crimson's invoice, pay to Crimson the relevant Charges for such additional usage at the relevant price at the time of the request and, if such additional usage is purchased by the Customer Party part way through the Initial Term (or Extended Term), such Charges shall be pro-rated for the remainder of the term.
- 7.10 Unless otherwise set out in the Statement of Work, Crimson may adjust the Minimum Commitment on the anniversary of the Commencement Date to reflect any adjustments made to the User Subscriptions in accordance with this Clause 8 over the previous twelve (12) months or as otherwise agreed between the parties.
- 7.11 The Customer Party shall indemnify Crimson against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Crimson in connection with any claim made against Crimson for actual or alleged breach of such Licence Agreement, Third Party terms and/or the Microsoft Customer Agreement.
- 7.12 The Customer Party shall remain liable for any and all payments owed to Crimson throughout this Agreement and until the end of the respective licence terms for such Third Party Services licence fees.
- 7.13 The Customer Party acknowledges that it is responsible for ensuring that the Customer Party's hardware, and operating software for such hardware is compatible with the Third Party Services and Crimson gives no warranty in relation thereto unless agreed otherwise in writing between the parties in the Statement of Work.

8. Customer Obligations

- 8.1 The Customer Party shall:
 - 8.1.1 co-operate with Crimson in all matters relating to the Services and shall appoint a minimum of two (2) authorised representatives, who shall have authority to commit the Customer Party on all matters relating to the relevant Service;
 - 8.1.2 provide such access to its Premises and data, and such office accommodation and other facilities as may reasonably be requested by Crimson and agreed in writing in advance, for the purposes of the Services. To the extent that access to its Premises is required, the Customer Party shall provide such access during Normal Business Hours and provide a suitable work environment to enable Crimson to perform such Services subject to Crimson complying with such internal policies and procedures of the Customer Party as may be notified to Crimson in writing reasonably in advance of such visit;

- 8.1.3 provide such information and make available all resources as Crimson may reasonably request in order to carry out the Services in a timely manner;
- 8.1.4 adhere to any Acceptable Use Policy;
- 8.1.5 keep secure from third parties any passwords issued to the Customer by Crimson;
- 8.1.6 make the Customer Party's operating environment and Customer Party-side equipment, required to provide the Services, accessible to Crimson's support staff, enable logons or passwords required for such support staff and provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;
- 8.1.7 keep and maintain all materials, equipment, documents and other property of or provided by Crimson which are for the time being at the Customer Party's Premises in safe custody at the Customer Party's own risk and maintain them in good condition until returned to Crimson and not dispose of or use them otherwise than in accordance with the Crimson's written instructions or authorisation;
- 8.1.8 comply with all applicable laws, statutes and regulations;
- 8.1.9 not use the Services to receive, store or transmit material or data that is obscene, threatening, offensive, discriminatory, defamatory or in breach of confidence, infringes Intellectual Property Rights or other rights, gives rise to any cause of action against Crimson in any jurisdiction or is otherwise unlawful, and Crimson reserves the right, without liability or prejudice to its other rights to the Customer Party, to disable the Customer Party's access to any material that breaches the provisions of this sub-clause;
- 8.1.10 allow Crimson or its designated subcontractors and third parties, necessary access to the Customer Party's relevant servers and networking systems from a user account dedicated to Crimson for the duration of the Agreement;
- 8.1.11 where a Microsoft Cloud service is deployed / utilised within the Services (Azure or Office365) Crimson will be assigned to the cloud subscription/s as the Claiming Partner of Record (CPOR) and/or Digital Partner of Record (DPOR) and/or Transacting Partner of Record (TPOR) and/or Partner Admin Link (PAL) and/or given Delegated Administration Privileges (DAP) and/or Granular Delegated Admin Privileges (GDAP) and/or Admin on Behalf of (AOBO) for the duration of the applicable Services. For the avoidance of doubt, in the event Microsoft adds to, updates and/or replaces any of the foregoing designations, this Clause 9.1.11 will apply to any such added, updated and/or replaced designations from time to time;
- 8.1.12 in respect of any Microsoft funded services, sign and deliver the Microsoft Proof of Execution ("POE") within seven (7) days of the date of issue by Microsoft. In the event that the Customer Party does not return the POE within the seven (7) days' notice period, Crimson may be entitled to charge the Customer Party the amounts directly and the Customer Party shall follow the payment terms in this Agreement;
- 8.1.13 agree that if, in the course of performing the Services, it is reasonably necessary for the Crimson's performance of its obligations under a Statement of Work for Crimson to access or use any equipment, software or data of the Customer (or which is in the possession of the Customer Party) then it shall where it is able to do so grant to Crimson and any of its subcontractors a non-exclusive, royalty free, terminable licence to use

the same solely for the purpose of delivering the Services only for as long as is strictly necessary to deliver such Services;

- 8.1.14 use all reasonable efforts to follow the reasonable instructions of Crimson support personnel with respect to the resolution of defects;
 - 8.1.15 carry out all other Customer Party responsibilities set out in this Agreement and the Statement of Work in a timely and efficient manner. In the event of any delays in the Customer Party's provision of such assistance as agreed by the Parties, Crimson may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary;
 - 8.1.16 maintain and be responsible for its own data and software back up and associated restoration measures (with the Customer Party acknowledging that it is the Customer Party's responsibility to ensure that at least a daily back-up is made of its data and software); and
 - 8.1.17 implement reasonable business continuity and disaster recovery measures to reasonably mitigate against any risk associated with any issues arising from the Services.
- 8.2 The Customer Party will indemnify and keep indemnified Crimson against all claims loss damages costs including legal costs, on an indemnity basis incurred, awarded against or agreed to be paid by Crimson arising from any breach by the Customer or any Customer Affiliate of the obligations in this clause 9.
- 8.3 The Customer Party agrees to adhere to the dates scheduled for provision of Services by Crimson as stated in the applicable Statement of Work. If the Customer Party wishes to reschedule or cancel the dates for the provision of Services, Crimson will use reasonable endeavours to re-assign allocated resources to other customers. If such re-assignment is not possible and the Customer Party has not provided more than fourteen (14) days advance notice, then the Customer Party shall be liable to pay the following cancellation charges in the form of damages ("**Cancellation Charges**") relating to this action, in addition to any specific costs relating to cancelling pre-booked travel arrangements and to unpaid Charges (if any) for any Services work that has been performed:
- 8.3.1 if dates are changed or cancelled at the Customer Party's request more than fourteen (14) days before the scheduled start date no Cancellation Charges are payable;
 - 8.3.2 if dates are changed or cancelled between seven (7) days and fourteen (14) days before the scheduled start date Cancellation Charges equivalent to fifty percent (50%) of the Charges for the Services to be provided at that time will be payable; or
 - 8.3.3 if dates are changed or cancelled less than seven (7) days before the scheduled start date Cancellation Charges equivalent to one hundred percent (100%) of the Charges for the Services to be provided at that time will be payable.
- 8.4 Unless otherwise agreed or set out in the Statement of Work (as forming part of the Service) if the Customer Party accesses the Services through the public internet or through a private circuit provisioned by a bandwidth provider of the Customer Party choice, the Customer Party assumes responsibility for managing the relationship with this chosen provider, including service level commitments for issues found to be in the chosen provider's network.
- 8.5 If the Customer Party moves from one Customer Party Premises to another Premises or makes changes to any Customer Party Premises or opens a new location to be added to

the Customer Party Premises, the Customer Party must notify Crimson in advance. Crimson may need to carry out an inspection of any cabling and advise the Customer Party of any work to bring the IT Infrastructure up to standard operating conditions at the new location in order to remain eligible for coverage. Crimson will provide a quote if it is to provide additional resources or services in the case of any change at the Customer Party Premises or new Premises for including as part of the Charges.

- 8.6 In the event that the Customer Party is in breach of its obligations under the Agreement (excluding payment obligations) then Crimson shall provide written notice of such breach, specifying in detail the nature of the breach and providing thirty (30) days' notice to remedy such breach if capable of remedy. If the Customer Party fails to remedy such breach Crimson shall be entitled to terminate or suspend the Services without prejudice to any pre-existing rights and obligations of either Party. Crimson shall have no liability or responsibility should the Services fail to comply with the Statement of Works and/or service level arrangements as a direct result of the Customer Party (including without limitation any of its employees, subcontractors or any of its staff) being in breach of the Agreement.
- 8.7 In the event that the Customer Party is in breach of its payment obligations under the Agreement then Crimson shall provide written notice of such breach, specifying in detail the nature of the breach and providing seven (7) days' notice to remedy such breach if capable of remedy. If the Customer Party fails to remedy such breach Crimson shall be entitled to terminate or suspend the Services without prejudice to any pre-existing rights and obligations of either Party. Crimson shall have no liability or responsibility should the Services fail to comply with the Statement of Works and/or service level arrangements as a direct result of the Customer (including without limitation any of its employees, subcontractors or any of its staff) being in breach of the Agreement.
- 8.8 For the avoidance of doubt, if Crimson suspends the Services, the Customer Party shall remain liable to pay all Charges as though the Services had continued as agreed in the applicable Statement of Work, for the duration of the period of suspension.

9. Charges and Payment Terms

- 9.1 In consideration for the provision of the Services, the Customer Party shall pay Crimson the Charges in accordance with this clause 9 and the relevant Statement of Work. The Charges shall be paid in pounds sterling.
- 9.2 Crimson shall invoice the Charges to the Customer Party at the intervals specified in the relevant Statement of Work. If no Charges are quoted and/or Crimson provides any services that are out of scope, the Charges shall be calculated in accordance with Crimson's rates and shall be payable in accordance with this Agreement.
- 9.3 Where the Services are provided on a time-and-materials basis:
- 9.3.1 Crimson's standard hourly or daily rates are calculated on the basis of Normal Business Hours;
- 9.3.2 Crimson shall be entitled to charge an overtime rate for time worked outside Normal Business Hours; and
- 9.3.3 Crimson shall complete the relevant time recording systems to calculate the Charges for each invoice charged on a time and materials basis.
- 9.4 Where the Charges have been quoted, this is a best estimate based on the information given to Crimson by the Customer Party and/or which is available at that time and may be based on a number of assumptions set out in the Statement of Work ("**Assumptions**"). If

it materialises that the information provided and/or Assumptions made are incorrect, inaccurate or have changed and/or that the proposed scope of Services is not feasible, Crimson shall be entitled to charge (at Crimson's current rates) the Customer Party for any out of scope services or other additional services provided to those detailed in the Statement of Work together with all related costs and expenses incurred by Crimson.

- 9.5 Crimson may increase the Charges no more than once in any 12 month period, always provided that the first such increase shall fall after the first anniversary of the commencement of the relevant Statement of Work. Crimson shall give the Customer Party not less than 3 months' notice of any increase. Any increase in the Charges shall apply with effect from expiry of Crimson's notice. This clause 9.5 shall not apply where the relevant Statement of Work is for a fixed price project.
- 9.6 For the avoidance of doubt, Crimson may at any time increase any Charges related to Third Party Services in line with any increases imposed upon Crimson by such Third Party upon reasonable notice and in line with the terms of the Third Party terms, Licence Agreements and/or the Microsoft Customer Agreement.
- 9.7 Unless otherwise agreed in the relevant Statement of Work, the Charges exclude the cost of hotels, subsistence, travelling and any other ancillary expenses incurred by Crimson's employees, subcontractors and agents in the provision of the Services. The Customer Party agrees to pay the expenses in addition to the Charges, subject to Crimson obtaining the Customer Party's prior written approval before incurring any such expense that exceeds a total cost of five hundred pounds (£500) in the aggregate per individual per day. Crimson shall submit its invoices for expenses to the Customer Party monthly in arrears.
- 9.8 Unless otherwise agreed in the relevant Statement of Work, the Customer Party shall pay each invoice which is properly due and submitted to it by Crimson, within 30 days of the date of invoice, to a bank account nominated in writing by Crimson.
- 9.9 All amounts payable by each Customer Party are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under this Statement of Work by Crimson to the Customer Party, the Customer Party shall, on receipt of a valid VAT invoice from Crimson, pay to Crimson such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 9.10 If a Customer Party fails to make any payment due to Crimson under a Statement of Work by the due date, then, without limiting Crimson's remedies under this Agreement or otherwise, the Customer Party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 9.11 Where Services are provided on a time and materials basis, Crimson shall maintain appropriate records of the Services provided under each Statement of Work, sufficient to enable the Customer Party to verify the accuracy of any invoices submitted pursuant to each Statement of Work.
- 9.12 All amounts due under the Agreement and each Statement of Work shall be paid in full without any set-off, counterclaim, deduction or withholding. Should the Customer Party be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the Agreement the Charges payable shall be increased by the amount of such tax to ensure that Crimson receives a sum equal to the amount to be paid under the applicable Statement of Work.

- 9.13 The Customer Party shall not be able to dispute any amounts which have been paid by the Customer after a period of three (3) months has elapsed from the date of invoice.

10. Acceptance Testing

- 10.1 Where Crimson and the Customer Party have agreed in a Statement of Work that a Deliverable is to be subject to Acceptance Testing, Crimson shall provide the Customer Party with written notification when satisfied that the Deliverable is ready to undergo those Acceptance Tests.
- 10.2 The Customer Party shall carry out the Acceptance Tests in accordance with the relevant Delivery Plan. Unless otherwise stated in the Delivery Plan, the Customer Party shall undertake the Acceptance Testing within five (5) Business Days of Crimson's notification that the Deliverable is ready to undergo Acceptance Testing ("**Acceptance Period**") to confirm that such Deliverable conforms to the acceptance criteria as agreed between the parties (collectively, the "**Acceptance Criteria**"). Crimson shall:
- 10.2.1 lend the Customer Party reasonable assistance in the conduct of the Acceptance Tests; and
- 10.2.2 be entitled to see the results of the Acceptance Tests.
- 10.3 If the Acceptance Tests are completed successfully, the Customer Party shall signify acceptance of the Deliverable (subject to any regression testing that may be required in accordance with clause 10.7) by signing an acceptance certificate and delivering it to Crimson within the Acceptance Period.
- 10.4 The Customer Party shall notify Crimson within the Acceptance Period in writing and in reasonable detail of any failure of the Acceptance Tests.
- 10.5 In the event of any failure of Acceptance Tests by a Deliverable, and such non-conformity is a directly attributable to an act or omission on the part of Crimson (and not subject to a Change request or attributable to the Customer Party's acts or omissions including inadequate Acceptance Testing), Crimson shall remedy such failure so as to minimise any impact to the Delivery Plan, by whatever means are reasonably necessary including:
- 10.5.1 re-performance of any relevant Services; and/or
- 10.5.2 provision of corrections, fixes, updates or new releases.
- 10.6 The Customer Party will then have a further five (5) Business Days following re-delivery, unless otherwise agreed between the parties (the "**Retest Period**"), for the Customer Party to confirm that the Deliverable meets the Acceptance Criteria. The process above shall be repeated until the Customer Party issues an Acceptance Notice in respect of that particular Deliverable, or the Agreement or relevant Statement of Work is terminated pursuant to this Agreement.
- 10.7 The Customer Party shall repeat the Acceptance Tests as necessary by working through the tests that have previously failed, and by carrying out regression testing where appropriate.
- 10.8 If any non-conformity cannot be remedied by Crimson due to an error, defect or fault which Crimson is able to demonstrate to the reasonable satisfaction of the Customer Party to be outside Crimson's control and which has disabled Crimson's ability to remedy such non-conformity, then Crimson or the Customer Party shall have the right to terminate work on that specific Deliverable. Crimson agrees not to charge the Customer, any amounts paid

or payable by the Customer Party to Crimson which specifically relate to the non-conforming Deliverable which cannot be remedied.

10.9 A Deliverable shall be deemed to be accepted by a Customer Party on the first to occur of the following:

- 10.9.1 the Customer Party's signature and delivery of an acceptance certificate in accordance with clause 10.3; or
- 10.9.2 successful completion of relevant Acceptance Tests including correction of any failures notified in writing to Crimson; or
- 10.9.3 the expiration of the Acceptance Period for the conduct and completion of the Acceptance Tests without Acceptance Tests having been run, or without the Customer Party having reported to Crimson any failure of Acceptance Tests in respect of that Deliverable; or
- 10.9.4 the Customer Party modifying the Deliverable or using it in a live environment (other than for the purposes of carrying out the Acceptance Tests or training) where such use has been expressly agreed in writing by Crimson.

10.10 A Customer Party shall not unreasonably withhold, delay or condition acceptance or the issue of an acceptance certificate.

10.11 In the event that Customer Party fails to complete any Acceptance Tests in accordance with this clause 10, Customer Party shall reimburse Crimson for any reasonable costs incurred as a result of such failure.

11. Change Control

11.1 Subject to clause 12.2, if at any time either party wishes to request or propose:

- 11.1.1 any change to an Delivery Plan, or any significant change or addition to any Deliverable or any of the Services; or
- 11.1.2 anything which causes or is likely to cause Crimson to incur any significant costs or expenses in addition to the Charges,
- 11.1.3 (a "**Change**"), the parties will comply with the change control procedure as set out in this clause 11 ("**Change Control Procedure**").

11.2 Crimson may at any time without prior notification to the Customer make any changes to any Deliverable or Services which:

- 11.2.1 are necessary to take account of any manufacturer's change in specification;
- 11.2.2 are necessary to comply with any applicable safety, regulatory or other statutory requirement; or
- 11.2.3 do not materially affect the overall nature, quality or performance of the Services or any Deliverable.

11.3 Either party may submit a written request for a Change to the other party in accordance with this clause 11, but no Change will come into effect until a written record of any Change or proposed Change ("**Change Control Note**") has been signed by the authorised

representatives of both parties.

11.4 If the Customer requests a Change:

- 11.4.1 Crimson will produce ½ days budgetary estimates free of charge. Any additional costs above this will be agreed by both Parties before commencing any works;
- 11.4.2 the Customer will submit a written request to Crimson containing as much information as is necessary to enable Crimson to prepare a Change Control Note; and
- 11.4.3 within 10 Business Days of receipt of a request, Crimson will, unless otherwise agreed, send to the Customer a Change Control Note.

11.5 If Crimson requests a Change, it will send to the Customer a Change Control Note.

11.6 A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:

- 11.6.1 the title of the Change;
- 11.6.2 the originator of the Change and date of request;
- 11.6.3 description of the Change;
- 11.6.4 details of the effect of the proposed Change on the Services, the Charges and the relevant Statement of Work;
- 11.6.5 the date of expiry of validity of the Change Control Note; and
- 11.6.6 provision for signature by the Customer and Crimson.

11.7 If, following the Customer's receipt of a Change Control Note pursuant to this clause 12:

- 11.7.1 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Agreement; and
- 11.7.2 either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with the dispute resolution procedure set out in clause 22.

11.8 Each party will bear its own costs in relation to compliance with the Change Control Note.

11.9 Crimson reserves the right to take any action that it perceives necessary to protect the Customer Party systems even though this may impact on the Customer Party's business activities. Crimson will make reasonable endeavours to inform the Customer Party by telephone or email in advance of such action, but such action will not be dependent on such notification having been given or acknowledged.

11.10 All Crimson Materials remain the exclusive property of Crimson.

12. Intellectual Property

12.1 Crimson and its licensors shall retain ownership of all Crimson Background IPRs. The Customer Party and its licensors shall retain ownership of all Customer Party Background IPRs.

- 12.2 Subject to Clause 12.3, all Intellectual Property Rights in any Deliverables, commercial software and Third Party Services shall remain vested in Crimson or the third party licensors (as applicable).
- 12.3 Where the parties agree that the Foreground IPRs in any specific Deliverables are to be the property of the Customer Party, those works will be specified in the relevant Statement of Work, with express wording being used to make it clear that the Foreground IPRs in such works are to be assigned to the Customer Party, with such works also being referenced as “**Designated Works**”. Subject to payment of all Charges in respect of the relevant Services and any additional charges in respect of the Designated Works (as set out in the Statement of Work), Crimson assigns all right, title and interest in and to the Foreground IPRs in such Designated Works and all materials embodying them to the Customer Party. For the avoidance of doubt, if the Statement of Work does not specify that the Foreground IPR is to transfer to the Customer as Designated Works, Crimson shall retain ownership of all Foreground IPR.
- 12.4 The Customer Party grants Crimson a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Customer Party Background IPRs and the Foreground IPRs (where these are Designated Works) for the purpose of providing the Services to the Customer Party in accordance with the Agreement.
- 12.5 Crimson grants the Customer Party a worldwide, non-exclusive, royalty-free, non-transferable, perpetual licence, revocable only in the event of breach of this clause 13, to use Crimson Background IPRs and the Foreground IPRs (if these are not Designated Works) for the purpose of receiving and using the Services and the Deliverables in its business.
- 12.6 For the purposes of clause 13.5 “use” shall mean use for a party’s own internal business purposes and includes, and in the case of software, loading and installation of the software and making a reasonable number of copies of such software for security back-up and disaster recovery purposes. Other than as expressly stated in this clause 13.6, Customer Party has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any software comprised in any Deliverables or Services in whole or in part except to the extent that any reduction of such software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the software with the operation of other software or systems used by the Customer Party, unless Crimson is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer Party shall request Crimson to carry out such action or to provide such information before undertaking any such reduction.
- 12.7 Crimson confirms that it has all the rights in relation to the Crimson IPR and Foreground IPR that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement. Crimson warrants that the receipt and use of the Services by the Customer Party and its licensees and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 12.8 Crimson shall not be in breach of the warranty at clause 13.7, and the Customer Party shall have no claim under the indemnity at clause 13.10, to the extent the infringement arises from:
- 12.8.1 any modification of the Deliverables, Crimson Background IPRs, Designated Works or Services, other than by or on behalf of or authorised or permitted in writing by Crimson;

- 12.8.2 any combination of the Deliverables, Crimson Background IPRs, Foreground IPRs or Services, with third party services otherwise than in accordance with or as contemplated in any relevant Statement of Works or as otherwise approved in writing or implemented by Crimson;
- 12.8.3 compliance with the Customer Party's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that Crimson shall first notify the Customer Party if it knows or suspects that compliance with such specification or instruction may result in infringement;
- 12.8.4 use of any Third Party Services or other third party element of the Deliverables;
- 12.8.5 use of any Customer Party Background IPR in the Deliverables; or
- 12.8.6 use of the Deliverables, Crimson Background IPRs, Foreground IPRs or Services other than in accordance with their normal intended purpose or any agreed specification.
- 12.9 The Customer Party warrants that Crimson's use of the Crimson Background IPRs in the provision of the Services shall not cause Crimson to infringe the rights, including any Intellectual Property Rights of any third party.
- 12.10 Subject to Clause 15.2.1, Crimson shall indemnify the Customer Party against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by the Customer Party arising out of or in connection with any claim brought against the Customer Party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.
- 12.11 Subject to Clause 15.2.1, the Customer Party shall indemnify Crimson against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by Crimson arising out of or in connection with any claim brought against Crimson for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, (1) Crimson's possession of the Customer Party Background IPRs in connection with the provision of the Services; and/or (2) the Customer Party of any of its clients modify, alter, replace, combine with any other data, code, documents or other software, which alters the Crimson Background IPR and/or the Foreground IPRs (if these are not Designated Works).
- 12.12 If either party ("**Indemnifying Party**") is required to indemnify the other party ("**Indemnified Party**") under this Clause 13, the Indemnified Party shall:
 - 12.12.1 promptly notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 13.10 or 13.11 (as applicable) ("**IPR Claim**");
 - 12.12.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party prior approval of any settlement terms, such approval not to be unreasonably withheld or delayed;
 - 12.12.3 provide the Indemnifying Party with such reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred;
 - 12.12.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers

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

12.13 If an IPR Claim is brought or is likely to be made or brought, Crimson may at its own expense ensure that the Customer Party is still able to use the Deliverables by either:

12.13.1 modifying any and all of the provisions of the Deliverables without reducing the performance and functionality for any or all of the provision of the Deliverables, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to the Customer Party, such acceptance not to be unreasonably withheld; or

12.13.2 procuring a licence or permission to use the Deliverables on terms which are acceptable to the Customer Party, such acceptance not to be unreasonably withheld.

13. Data Protection

13.1 Both parties will comply with all requirements of the Data Protection Legislation which are applicable to their respective roles in connection with this Agreement and/or each Statement of Work.

13.2 This Clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

13.3 The terms "personal data", "process", "data controller", "data processor", "data subject" have the meanings attributed to them in the Data Protection Legislation.

13.4 The Customer Party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any relevant Personal Data to Crimson for the duration and purposes of this Agreement.

13.5 Each party acknowledges that the Customer Party operates as the data controller and the User as a data processor in respect of the personal data within the Information.

13.6 The parties have determined that, for the purposes of the Data Protection Legislation, Crimson shall process the personal data set out in the Statement of Work as processor on behalf of the Customer Party.

13.7 Crimson agrees to:

13.7.1 only process personal data in accordance with the reasonable written instructions of the Customer Party (which shall be deemed provided through this Agreement and/or the applicable Statement of Work) for the purposes set out in the applicable Statement of Work, unless Crimson is required by and will take into account relevant principles under the Data Protection Legislation to otherwise process the Customer Party's personal data. Where Crimson is relying on Data Protection Legislation as the basis for processing Customer Party's personal data, Crimson shall notify the Customer Party of this before performing the processing required by the Data Protection Legislation, unless the Data Protection Legislation prohibit Crimson from so notifying the Customer Party on important grounds of public interest. Crimson shall inform the Customer Party if, in the opinion of Crimson, the instructions of the Customer Party infringe Data Protection Legislation;

13.8 The Customer Party hereby provides its prior, general authorisation for Crimson to appoint sub-processors to process the personal data, provided that Crimson:

- 13.8.1 shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on Crimson in this Clause 14;
- 13.8.2 shall remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of Crimson; and
- 13.8.3 shall inform the Customer Party of any intended changes concerning the addition or replacement of the sub-processors, thereby giving the Customer Party the opportunity to object to such changes provided that if the Customer Party objects to the changes and cannot demonstrate, to Crimson's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer Party shall indemnify Crimson for any losses, damages, costs (including legal fees) and expenses suffered by Crimson in accommodating the objection.
- 13.8.4 not transfer any personal data outside of the European Economic Area and the United Kingdom unless:
- 13.8.5 Crimson complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred. For these purposes, the Customer Party shall promptly comply with any reasonable request of Crimson, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time or adopted by the UK Information Commissioner from time to time (where and as applicable);
- 13.8.6 ensure that any personnel engaged and authorised by Crimson to process the personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality.
- 13.8.7 notify the Customer Party of any contact with or investigation or audit of Crimson in relation to data processing and/or personal data by any regulatory authority prior to providing any information to the extent that it relates to the Services and personal data provided by the Customer Party, unless Crimson is prevented from doing so by law or court of competent jurisdiction;
- 13.8.8 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Party personal data and against accidental loss or destruction of, or damage to, Customer Party personal data, which the Customer Party confirms it has reviewed and is appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 13.8.9 not without a justifiable lawful basis as defined under Article 6 of the General Data Protection Regulation to use any of the personal data which identifies a living individual within the Information:
 - 13.8.9.1 for purposes outside the purposes described in the Agreement and/or the applicable Statement of Work or which is outside the stated lawful bases under Data Protection Legislation;
 - 13.8.9.2 from time to time on request provide full details in writing of the User's data processing activities in respect of the personal data, including the address of all locations where such processing takes place, and allow its data processing facilities, procedures and documentation which relate to the processing of the personal data to be inspected

and audited (on reasonable written notice) by the Customer Party, a representative or auditor of the Customer Party or a regulatory body in order to ascertain compliance with Data Protection Legislation and the terms of this Agreement; and

13.8.10 on termination of this Agreement and on request by the Customer Party, return (or, at the Customer Party's discretion at any time upon instruction from the Customer Party, permanently delete) all personal data processed on behalf of the Customer Party pursuant to this Agreement (and permanently delete any copies, save to the extent retention is required by law).

13.8.11 Where Crimson assists the Customer Party in responding to any request from a data subject and in ensuring compliance with the Customer Party's obligations under the Data Protection Legislation including assistance provided by Crimson in connection with data security enquiries, records requests, breach notifications, impact assessments and consultations with supervisory authorities or regulators, Crimson shall provide such assistance at the Customer Party's cost, and the Customer Party will be liable to pay that invoice in accordance with the terms of Clause 10.8 of the Agreement.

13.9 Where Crimson will be collecting personal data on behalf of the Customer Party, Crimson and the Customer Party shall:

13.9.1 make it clear to data subjects through their privacy policies, contracts, and terms and conditions of use, at the time of collecting the personal data that the Customer Party is the data controller in respect of the data, the purposes for which the Customer Party will be using the personal data and the possible recipients of the personal data all as notified by the Customer Party to Crimson from time to time in writing and the other matters required under Data Protection Legislation; and

13.9.2 obtain the data subject's consent to any purposes for processing personal data where required to do so in accordance with the Data Protection Legislation.

13.9.3 Crimson will keep, and provide to the Customer Party upon reasonable request, a complete, accurate and up-to-date record of the data processing it carries out pursuant to this Agreement, including:

13.9.3.1 details of the data controller, the data processor (and where applicable the data protection officer of the data controller and data processor);

13.9.3.2 details of the relevant data subjects;

13.9.4 where applicable, information on any transfer of personal data to a country outside the United Kingdom (including the identification of the country receiving the personal data, the Customer Party's consent and the adequate safeguards used); and

13.9.5 a general description of the data retention or disposal plans in respect of the personal data.

13.10 Each party shall:

13.10.1 comply with all Data Protection Legislation;

13.10.2 co-operate with any regulatory authority for data processing; and

13.10.3 not do or omit to do anything which will knowingly place the other party in breach of any Data Protection Legislation.

14. Limitation of Liability

14.1 Nothing in the Agreement shall limit or exclude Crimson's, the Customer or any Customer Affiliate's liability for:

14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

14.1.2 fraud or fraudulent misrepresentation; or

14.1.3 any other liability which cannot be limited or excluded by applicable law.

14.2 Subject to clause 14.1:

14.2.1 the Parties liability arising out of any single event under or in connection with this Agreement or any Statement of Work (including under any indemnities given hereunder), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred and twenty five percent (125%) of the price paid for the Services during the 12 months preceding the date on which such claim arose;

14.2.2 neither Crimson, nor the Customer nor any Customer Affiliate shall have any liability under the Agreement or any Statement of Work, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the Agreement or any Statement of Work, including but not limited to loss of profits, loss or corruption of data, loss of revenue, loss of business and loss of goodwill;

14.2.3 neither Crimson, nor the Customer nor any Customer Affiliate shall have any liability under the Agreement or any Statement of Work unless the party making a claim has served notice of the same upon the impacted party within two (2) years of the date it became aware of the circumstances giving rise to the claim or the date when it ought reasonably to have become so aware;

14.2.4 Any Third Party Services will be provided subject to the terms of any Licence Agreement, Third Party terms and/or the Microsoft Customer Agreement or other terms and conditions relating thereto and Crimson expressly excludes:

14.2.4.1 any warranty to the Customer Party that the Third Party Services or other third party service supplied or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the marketing, sales or other associated documentations; and

14.2.4.2 any and all liability in relation to the use of such Third Party Services.

14.3 Except as expressly and specifically provided in this Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

15. Termination

- 15.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement and/or a Statement of Work with immediate effect by giving written notice to the other party if:
- 15.1.1 the other party commits a material breach of any term of the Agreement or the Statement of Work which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 15.1.2 the other party repeatedly breaches any of the terms of the Agreement or the Statement of Work in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement or the Statement of Work;
 - 15.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 15.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 15.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 15.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 15.1.7 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 15.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 15.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 15.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.3 to clause 15.1.9 (inclusive);
 - 15.1.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 15.1.12 there is a change of control of the other party, the effect of which is that the party subject to the change of control becomes under the control of a competitor of the other party.

- 15.2 If for any reason a contract between a Third Party and Crimson relating to Crimson's right to use, install, support or provide Third Party Services which is the subject of the Agreement is terminated, then the Agreement or applicable Statement of Work (as the case may be) shall automatically terminate, save that where the contract relates to other Deliverables other than that Third Party Service, termination of the Agreement or applicable Statement of Work shall operate only in so far as it relates to such Third Party Services.

16. Consequences of Termination

- 16.1 On termination (or expiry) of the Agreement, howsoever arising, each Statement of Work then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Statement of Work, unless terminated earlier in accordance with clause 15 or the terms of such Statement of Work, and the terms of the Agreement shall continue to apply to each such Statement of Work.
- 16.2 The termination of any Statement of Work shall not affect any other Statement of Works or the Agreement.
- 16.3 On termination of the Agreement, the following clauses of these Conditions shall continue in force: clause 1 (Interpretation), clause 14 (Limitation of liability), clause 16 (Consequences of termination), clause 17 (Confidentiality), clause 33 (Governing law) and clause 34 (Jurisdiction).
- 16.4 On termination or expiry of the Agreement or any Statement of Work:
- 16.4.1 Crimson shall immediately cease provision of the Services;
- 16.4.2 the Customer Party shall pay any and all invoices and sums due and payable up to and including the date of termination including (1) all remaining amounts owing up to the end of the Initial Term or any Extended Term (as applicable); (2) any licence fees set out in the applicable Statement of Work(s); and (3) any termination fees that Crimson incurs from any of its third party service providers as a consequence of such early termination. Crimson shall use reasonable endeavours to mitigate any loss but the Customer Party acknowledges and agrees that any third party fees may not be mitigated by Crimson and the Customer Party shall not hold Crimson responsible if it incurs full termination fees;
- 16.4.3 all licences granted under the Agreement will terminate immediately except for fully-paid, fixed term and perpetual licences;
- 16.4.4 each Party shall use reasonable endeavours to return and make no further use of any equipment, property, materials and other items (and all copies of them) ("**Materials**") belonging to the other Party. If the Customer Party fails to do so, then Crimson may enter the Customer Party's Premises and take possession of the Crimson Materials. Until the Crimson Materials have been returned or repossessed, Crimson shall be solely responsible for its safe keeping;
- 16.5 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the agreement which existed at or before the date of termination.

17. Confidentiality

- 17.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 17.2.
- 17.2 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement or a Statement of Work.
- 17.3 Each party may disclose the other party's Confidential Information:
- 17.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17; and
- 17.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.4 The obligations of confidentiality set out in this Clause 18 shall not apply to any information or matter which: (i) is in the public domain other than as a result of a breach of this Agreement; (ii) was in the possession of the receiving party prior to the date of receipt from the disclosing party or was rightfully acquired by the receiving party from sources other than the disclosing party; (iii) is required to be disclosed by law, or by a competent court, tribunal, securities exchange or regulatory or governmental body having jurisdiction over it wherever situated; or (iv) was independently developed by the receiving party without use of or reference to the Confidential Information.

18. Non-solicitation

- 18.1 Neither party shall, without the prior written consent of the other party, at any time from the date of the Agreement to the expiry of 12 months after the termination or expiry of the Agreement, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the provision of the Services.
- 18.2 In the event that either party is in breach of Clause 19.1 above then the party in breach shall pay to the other by way of liquidated damages an amount equal to fifty percent (50%) of the gross annual salary or budgeted fee income (as at the time of the breach or when such person was last in the service of the relevant Party), the greater of, of the person so employed or engaged. This provision shall be without prejudice to either party's ability to seek injunctive relief.
- 18.3 Any consent given by the other party in accordance with clause 18.1 shall be subject to the requesting party paying to the other party a sum equivalent to 20% of the then current annual remuneration of the employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid to that employee, consultant or subcontractor in their new employment/engagement.
- 18.4 The parties hereby acknowledge and agree that the formulas specified in Clause 19.2 and 19.3 above are reasonable estimates of the loss which would be incurred by the loss of the person so employed or engaged.

19. Anti-Bribery and Modern Slavery

- 19.1 Crimson shall:
- 19.2 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**"); and
- 19.3 promptly report to the Customer Party any request or demand for any undue financial or other advantage of any kind received by Crimson in connection with the performance of this Agreement.
- 19.4 Crimson shall procure that any person associated with Crimson, who is performing services in connection with this Agreement, adheres to terms equivalent to those imposed on Crimson in this Clause 20 ("**Relevant Terms**"). Crimson shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer Party for any breach by such persons of any of the Relevant Terms.
- 19.5 For the purpose of this Clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 20 a person associated with Crimson includes any subcontractor of Crimson.
- 19.6 In performing its obligations under this Agreement, Crimson shall:
- 19.6.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force the Modern Slavery Act 2015; and
- 19.6.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

20. Force Majeure

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

21. Dispute Resolution Procedure

- 21.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**), then, except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
- 21.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of Crimson and [EMPLOYEE TITLE] of Customer shall attempt in good faith to resolve the Dispute;

21.1.2 If the [EMPLOYEE TITLE] of Crimson and [EMPLOYEE TITLE] of Customer are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of Crimson and [SENIOR OFFICER TITLE] of Customer who shall attempt in good faith to resolve it.

21.2 Nothing in this clause 22 shall prevent either party from commencing or continuing court proceedings in relation to the Dispute, in particular where a party wishes to seek injunctive or other equitable relief.

22. Conflict

22.1 If there is an inconsistency between any of the provisions of the Agreement and the provisions of any Statement of Work, the provisions of the Statement of Work shall prevail.

23. Variation

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

24. Waiver

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

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

25. Rights and Remedies

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

26. Severance

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

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

27. Entire Agreement

27.1 The Agreement (and its references to further documentation, Third Party terms, the Licence Agreements, the Statement(s) of Works and the Microsoft Customer Agreement) constitutes the entire agreement between the parties and supersedes and extinguishes all

previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

28. Assignment and Other Dealings

- 28.1 Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement or a Statement of Work without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 28.2 Crimson may subcontract or otherwise delegate the performance of any of its obligations under the Agreement and/or a Statement of Work, provided always that:
- 28.2.1 no such subcontracting or delegation shall relieve Crimson from any such liability, obligation and responsibility; and
- 28.2.2 Crimson shall remain primarily responsible and liable for the activities sub-contracted or delegated, and for such of the acts and omissions of any sub-contractors in respect of such activities as would render Crimson liable had such acts or omissions been its own.

29. No Partnership or Agency

- 29.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. Third Party Rights

- 30.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, other than to the parties' successors and permitted assigns and Microsoft (in respect of enforcing the terms of the Microsoft Customer Agreement), where applicable.

31. Notices

- 31.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:
- 31.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 31.1.2 sent by email to the email recipients and addresses specified for each party below, or such alternative email recipients and addresses as may be notified by a party in accordance with this clause 31:

Notices served on Crimson: [*insert name*] at [*insert email address*]

Notices served on Customer: [*insert name*] at [*insert email address*].

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

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

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

31.2.3 if sent by email, at the time of transmission or, if this time falls outside Normal Business Hours, when Normal Business Hours resume.

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

32. Counterparts

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

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

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

33. Governing Law

33.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

34. Jurisdiction

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

Schedule 2 Available Services

- Consultancy
- Support Services
- Hosting
- Software Development
- Software Licencing
- Training

Schedule 3

Exit Management

1. Overview

- 1.1. Upon termination of this Agreement or a Statement of Work, for any reason, Crimson may provide to the Customer Party such assistance as may be reasonably requested to transition the applicable Services to the Customer Party, or any new supplier nominated by the Customer Party. This Exit Management Schedule sets out the principles of the exit and Services transfer arrangements that are intended to achieve such transition and which shall form the basis of the Exit Plan. The exit services will be provided at the Customer Party's cost.

2. Exit Plan

- 2.1. Each Party will appoint an Exit Manager and provide written notification of such appointment to the other Party within fifteen (15) working days of service of a Notice to terminate this Agreement or any Statement of Work served by either Crimson or the Customer Party. Crimson's Exit Manager will be responsible for ensuring that Crimson and its employees, agents and subcontractors comply with this Exit Management Schedule. Crimson will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of Crimson as are reasonably necessary to enable Crimson to comply with the requirements set out in this Exit Management Schedule. The Party's Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement or any Statement of Work and all matters connected with this Management Schedule Exit and each Party's compliance with it.
- 2.2. Crimson will, within the timescales detailed in paragraph 2.3 and the requirements set out in 2.4 below, deliver to the Customer Party an Exit Plan which sets out Crimson's proposed methodology for achieving an orderly transition of Services from Crimson to the Customer.
- 2.3. Crimson shall deliver the Exit Plan to the Customer Party within thirty (30) working days of service of a Notice to terminate served by either Party and, unless the Customer Party notifies Crimson that delivery is not required, not less than twelve (12) months before the expiry of the Initial Term (and any Extended Term).
- 2.4. The Exit Plan shall:
 - 2.4.1. document at a high level how the Services will transfer to the Customer Party;
 - 2.4.2. specify the scope of any Exit Services that may be required for the benefit of the Customer Party and any charges that would be payable for the provision of such Exit Services and detail how such Exit Services will be provided during the agreed exit period. The charges for Exit Services will be set out within the agreed Exit Plan. Any changes to the agreed Exit Services will be managed through a Change Control Notice.

3. Knowledge Transfer

- 3.1. Any knowledge transfer activities, agreed by both Parties and documented in the Exit Plan will be carried out during the agreed exit period.

4. Exit Costs

- 4.1 If this Agreement or any Statement of Work expires or is terminated by the Customer Party pursuant to Clause 21 (Force Majeure), or Clause 16 (Termination), the Customer Party shall pay Crimson such cost which is incurred by Crimson in complying with its obligation to perform the Exit Services ("**Exit Charges**"). The amount of the Exit Charges must be agreed by the Parties.
- 4.2 Where this Agreement or any Statement of Work has been terminated by Crimson due to the Customer's undisputed non-payment of Charges, Crimson shall be entitled to require pre-payment by the Customer Party of the Exit Charges for Exit Services and of Charges for any Services which the Customer wishes Crimson to continue to perform following the effective date of termination of this Agreement or the relevant Statement of Work. In such case, Crimson shall not be obliged to provide such Exit Services and Services following the effective date of termination of this Agreement or Statement of Work until such pre-payment.