

Terms and Conditions

Contract Between

Team Netsol Limited and **<Buyer>**

THIS AGREEMENT is made.....

BETWEEN:-

- (1) **TEAM NETSOL LIMITED**, a company incorporated in England whose registered office is at The Courtyard, Royal Mills, 17 Redhill Street, Manchester, M4 5BA, United Kingdom ("Licensor"); and
(2) **<Buyer>** ("Licensee").

THE PARTIES AGREE AS FOLLOWS:-

1. GRANT OF LICENCE

- 1.1. Licensor grants to the Licensee a non-exclusive, non-transferable licence to use "the Software" (as set out in Schedule 4), comprising **<insert services ordered>** (described in Schedule 1). It is acknowledged that the Software will be made available over the Internet via a Web server or on a standalone mobile computer.

2. USE OF THE SOFTWARE

- 2.1. For the purposes of this Agreement "Use" shall mean and include:
- 2.1.1. utilisation of the Software by copying, transmitting or loading the same into the temporary memory of a personal computer for the processing of the instructions or statements contained in such Software;
 - 2.1.2. copying the Software for back-up or archive purposes provided that no more than one copy will be in existence under any Licence at any one time without prior written consent from the Licensor or as otherwise permitted by law;
 - 2.1.3. utilising (but not copying without permission from the Licensor) the instructional and/or operational manuals relating to the Software;
 - 2.1.4. Use of BECS Scan only for the purpose of attaching evidence to claims submitted by BECS Claims;
 - 2.1.5. Use of the Software on the hardware for which it is designed

3. COPYRIGHT

- 3.1. The Software is owned by the Licensor and is protected by copyright laws and international treaty provisions.

4. LICENSEE'S UNDERTAKINGS

- 4.1. The Licensee undertakes not to perform any of the acts referred to in this sub-clause 4.1 except to the extent and only to the extent permitted by law to the Licensee as a lawful user of the Software and only then for the specific limited purpose permitted by law or hereunder. The Licensee undertakes:
- 4.1.1. not to copy the Software (other than for normal System operation and as specified in Clause 2 above) nor otherwise reproduce the same. Provided that the Licensee copies the Software for back-up purposes or incidentally, in the course of converting the Software, they must do so in accordance with clause 4.1.3 below.
 - 4.1.2. not to translate, adapt, disassemble, decompile, reverse engineer, vary or modify the Software, except as permitted by law;
 - 4.1.3. not to remove, obscure or alter any notice of patent, copyright, trademark or other proprietary notice on the Software;
 - 4.1.4. not to sub-license, distribute, rent, lease, or otherwise transfer the Software or any unique access code or copy the Software, except where explicit written permission is provided to the Licensee by the Licensors;
 - 4.1.5. not to make the Software accessible by any type of broadcast or transmission;
 - 4.1.6. not to use the Software to attract customers away from the Licensors or to procure commercial advantage over the Licensors or to use it in any other way which is likely to be detrimental to the Licensors or its business;
 - 4.1.7. not to enable a third party to do any of the acts set out in this clause 4.1.
- 4.2. To use its best endeavours to maintain accurate and up to date records of the number and location of all copies of the software.
- 4.3. To supervise and control use of the Software substantially in accordance with the terms of this Agreement.
- 4.4. To ensure that its employees, agents and other parties who will use the Software are notified of this Agreement and the terms hereof prior to such employee, agent or party using the same.
- 4.5. To reproduce and include the copyright notice of the Licensors on all and any copies, whether in whole or in part, in any form, including partial copies or modifications of the Software made herein.
- 4.6. Not to provide or otherwise make available the Software in whole or in part in any form in connection with or in conjunction with or as part of any Managed Service or to any person other than as specified in clause 4.4 above without prior written consent from the Licensors, such consent not to be withheld or refused by the Licensors without written explanation to the Licensee of the reason for withholding or refusal. For the purpose of this clause 4.6 "Managed Service" shall mean any

commercial time sharing rental, bureau service or outsourcing agreement or arrangement. In the event that the Licensee in whole or part merges with, subsumes, or is subsumed by another organisation, or is downsized, the terms of this Agreement shall be renegotiated in good faith by the Licensor and the successor organisation in recognition of a potential change in the number of Chargeable Council Tax Dwellings served by the Software.

- 4.7. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for whatever reason, to destroy the Software and all updates, upgrades or copies, in whole and in part, in any form including partial copies or modifications of the Software received from the Licensor or made in connection with this Agreement, and all documentation relating thereto.

5. WARRANTY

- 5.1. The Licensee acknowledges that the Software is not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement, subject to the provisions contained in clauses 11 of this agreement.
- 5.2. In the event that the Licensee discovers a material error which substantially affects the Licensee's use of the same and notifies the Licensor of the error within one hundred and eighty days (180) days from the date of the first use of the Software (the "warranty period") the Licensor shall use all reasonable endeavours to correct by patch or new release and as soon as reasonably practicable, that part of the Software which does not so comply provided that such non-compliance has not been caused by any modification, variation or addition to the Software not performed by the Licensor or caused by its incorrect use, abuse or corruption of the Software or by use of the Software with other Software or on equipment with which it is incompatible.
- 5.3. To the extent permitted by law, the Licensor disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties or terms and conditions of satisfactory quality or fitness for any particular purpose. Specifically, the Licensor does not warrant that the functions mentioned in the Software will meet the Licensee's individual requirements.

6. PAYMENT AND PRICE ADJUSTMENT

- 6.1. An invoice will be issued to the Licensee for payment within 30 days of issue.
- 6.2. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 6.3. Unless explicitly stated otherwise in Schedule 4, the initial Annual Subscription Price, specified in Schedule 4, is subject to annual increases on the anniversary date of the Agreement Start Date (Renewal Date).

Annual increases shall be limited to the Government's Consumer Prices Index including owner occupiers' housing costs (CPIH) for the 12-month period preceding the renewal date. This figure will be gathered from the Office for National Statistics (ONS) website on the day prior to the Renewal Date. License Fees may also be subject to increase following delivery of, modifications or additions to the Software or changes in the numbers of dwellings served, user accounts, or other fee determinant. Licensor may also increase Renewal Fees in the event that Licensor implements major system enhancements to comply with changes in law, government regulation, or industry practices.

7. LICENSOR'S LIABILITY AND INSURANCE

- 7.1. The Licensor shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Software, its use or otherwise, except to the extent set out in clauses 7.2 and 7.4 below or to the extent that such liability may not be lawfully excluded.
- 7.2. Subject to clause 7.4, the Licensee agrees that the maximum aggregate liability of the Licensor whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatever arising from or in any way connected with any liability not excluded by this Agreement shall be limited to 100% of the price to be paid for the Software and Services during the 12 months preceding the date on which the claim arose. This limit shall also apply in the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and such party becomes liable for loss or damage that could otherwise have been limited.
- 7.3. The Licensor expressly excludes liability for indirect, special, incidental or consequential loss or damage which may arise in respect of the Software, its use, the System, including, but not limited to, the hardware, software, common storage and network infrastructure on which a service depends, found in Schedule 2, or in respect of any other software, equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.
- 7.4. Nothing in this Agreement excludes the liability of either party:
 - 7.4.1. for death or personal injury caused by that party's negligence; or
 - 7.4.2. for fraud or fraudulent misrepresentation.
- 7.5. The Licensor shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
 - 7.5.1. A public liability insurance with a limited indemnity of not less than five million pounds (£5,000,000) in relation to any one event or series of events;

- 7.5.2. Employer's liability insurance with a limit of indemnity of not less than five million pounds (£10,000,000) in force in relation to any one event or series of events;
- 7.5.3. Professional indemnity insurance with a limited indemnity of not less than two million pounds (£2,000,000) in aggregate; comprising a limit of one million pounds (£1,000,000) for any one incident or series of related incidents
- 7.6. The cover shall be in respect of all risks which may be incurred by the Licensor, arising out of the Licensor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 7.7. The Licensor shall give the Licensee, on request, copies of all insurance policies referred to in this clause 7 or a broker's verification of insurance to demonstrate that the insurances are in place are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Licensee acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software including but not limited to all documentation and manuals relating thereto, all images, animations, audio music and text incorporated into the Software remain the sole property of the Licensor. The Licensee agrees to immediately notify the Licensor of any actual or suspected infringement of which the Licensee is aware and the Licensee also agrees not to use any of the Licensor's trademarks as any part of the name under which the Licensee conducts its business.

9. CONFIDENTIAL INFORMATION

- 9.1. If during the performance of its obligations under this Agreement either party ("the Receiving Party") is exposed to any information of the other ("the Disclosing Party") which the Disclosing Party identifies as being of a confidential or sensitive nature, the Receiving Party shall respect the confidentiality of such information save where a statutory obligation otherwise provides and will not use it save insofar as its use is necessary in the performance of its obligations under this Agreement and the Receiving Party shall restrict dissemination of such information to its employees on a need-to-know basis.
- 9.2. The obligations accepted by the Receiving Party under Clause 9.1 above shall not apply to any material which:
 - 9.2.1. is already known to the Receiving Party; or
 - 9.2.2. is public knowledge or enters the public domain without fault on the Receiving Party's part; or

9.2.3. is lawfully received from a third party; or

9.2.4. is ordered to be disclosed under any statutory provision or by a court or other tribunal of competent jurisdiction.

9.3. The obligations upon the Receiving Party under Clause 9.1 shall not oblige the Receiving Party to exercise a higher degree of care towards the Disclosing Party's confidential information than it does towards its own information of a like nature.

10. FORCE MAJEURE

Each party to this Agreement shall be under no liability to the other party in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, where such event is beyond the party's reasonable control. For the purpose of this Clause 10, a force majeure event shall be any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the parties (or their personnel) or any other delay or failure in the Licensor's supply chain.

11. TERM AND TERMINATION

11.1. This Agreement shall commence on the date hereof and shall continue until for a period of **<INSERT YEARS>**, unless otherwise terminated as provided in this Agreement. The term of this Agreement will be renewed for yearly periods, unless either party notifies the other in writing at least ninety (90) days prior to the end of the then current term. There will be no refund of pro-rata of contract price if the desired termination date falls within the current contract period.

11.2. Subject to Clause 11.10, All Terminations enacted by the Licensee may be subject to a *Termination Fee*. A schedule of Termination will be provided by the Licensor once notice of termination is received from the Licensee. Such fees will cover deviations from the standard removal of software, data and connections from the Licensor's systems that is already included within the pricing.

11.3. The Licensor may by notice in writing to the Licensee terminate this Agreement if:

11.3.1. the Licensee is in material breach of any term, condition or provision of this Agreement or required by law and fails to remedy such breach (if capable of remedy) within thirty (30) days of having received written notice from the Licensor specifying such breach or

11.3.2. if Licensee ceases to carry on business or a substantial part thereof or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager

or administrator appointed over all or any part of its assets or becomes unable to pay its debts as they fall due.

- 11.4. Upon termination, the Licensee shall comply with its undertaking specified in clause 4.7 above.
- 11.5. Termination, howsoever or whenever occasioned shall be subject to any rights and remedies the Licensor may have under this Agreement or under law.
- 11.6. The Licensee may terminate this Agreement either forthwith by written notice in the event that the Licensor fails to rectify any material error in the Software which materially affects the Licensee's use of the same within thirty (30) days of being notified thereof.
- 11.7. Where Government funding is directly tied to a specific add-on and this funding is withdrawn, the Licensee may, with agreement from the Licensor, swap that add-on for another of their choosing, as long as the new software is to an equal or lesser value. There will be no time added to the contracted term for this swap and it will be the obligation of the Licensee to organise integration.
- 11.8. Following the Contracted Term, and subject to the Licensee's right to terminate the Agreement upon ninety (90) days prior written notice to the Licensor, the Agreement may be extended by further annual extension(s) and the Licensee shall pay to the Licensor the Recurring Charges plus any Price Adjustment found in Clause 6.3.
- 11.9. Without prejudice to any further rights to terminate accruing to the Licensee, the Licensee may terminate this Agreement with immediate effect by the service of written notice on the Licensor in the following circumstances:
 - a) if a resolution is passed or an order is made for the winding up of the Licensor (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Licensor becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Licensor's property or equipment; or
 - b) if the Licensor ceases or threatens to cease to carry on business in the United Kingdom.
- 11.10. If this Agreement is terminated by the Licensee for cause such termination shall be at no loss or cost to the Licensee and the Licensor hereby indemnifies the Licensee against any such losses or costs which the Licensee may suffer as a result of any such termination for cause.
- 11.11. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11.12. Upon termination, Licensors shall provide to Licensee all customer data files stored as part of the hosting arrangement within thirty (30) days of termination at no cost to the Licensee. Customer data files to include but not be limited to PDF documents, XML data files in NeBP Schema format and JSON data files. On acknowledgement of receipt of the customer data files, the Licensors shall securely destroy the Licensee's data files and confirm in writing such destruction to Licensee.

11.13. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

12. ASSIGNMENT

12.1. The Licensee shall not assign or otherwise transfer all or any part of the Software or this Agreement without the prior written consent of the Licensors, such consent not to be withheld or refused by the Licensors without written explanation to the Licensee of the reason for withholding or refusal.

13. WAIVER

13.1. No delay, neglect or forbearance on the part of either party in enforcing its rights or any of them against the other shall be construed as a waiver or in any way prejudice any of its rights hereunder.

14. HEADINGS

14.1. The headings of the terms and conditions herein contained are inserted for convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

15. SEVERABILITY

15.1. In the event that any of these terms and conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

16. LAW

16.1. This Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

17. NOTICES

17.1. Any notice, instruction or other document to be given by either party to the other hereunder may be left at or sent by pre-paid post or confirmed facsimile transmission (as appropriate) to the address specified above or such other address notified by either party to the other for such purpose.

18. SURVIVAL

18.1. The provisions of clauses 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17 and 24 shall survive termination of this Agreement.

19. ENTIRE AGREEMENT

19.1. This Agreement sets out the understanding between the parties relating to its subject matter. Nothing in this clause shall relieve either party of liability for fraudulent, negligent or knowingly false misrepresentations and neither party shall be entitled to any remedy for either any negligent or any innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance as the same as being fair and reasonable.

20. HEALTH AND SAFETY

20.1. The Licensor shall at all time comply with the requirements of the Health and Safety at Work Act 1974, and any other Acts, Regulations or orders pertaining to the health and safety and welfare of employees, Council Members and Officers, and members of the public generally.

21. EQUAL OPPORTUNITIES

21.1. The Licensor shall operate an equal opportunities policy for as long as this Agreement is in force in accordance with the one provided to the Licensee. The Licensor must use all reasonable endeavours to make sure that its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion, gender reassignment or sexual orientation and taking due account of the guidance of the Equality and Human Rights Commission in relation to this Agreement and the recruitment or promotion of staff employed or to be employed in relation hereto.

22. BRIBERY

22.1. Both parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall;

- 22.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 22.3. promptly report to the other any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Agreement.
- 22.4. The Licensee may terminate this Agreement by written notice with immediate effect if the Licensor or any of its personnel (in all cases whether or not acting with the Licensor's knowledge) breaches clause 22.
- 22.5. Any termination under clause 22.3 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Licensee, including the right to recover any losses arising from breach of clause 22 and the relevant provisions of clause 11 shall apply.

23. VARIATION OF TERMS

- 23.1. The parties may suggest any variation to the terms of this Agreement or to any part of this Agreement that may be considered necessary for the performance hereof ensuring compliance with this Agreement . Such variations may include but not be limited to priorities, additions, omissions, substitutions, alterations, postponement, changes in quality, or frequency changes of, form, character, kind, position, dimension and changes in the specified sequence, method or timing. All variations shall be subject to agreement by both parties in writing.

24. DATA PROTECTION

- 24.1. The parties hereto shall comply with their respective obligations under the Data Protection Act 2018 which arise in connection with this Agreement.

25. FREEDOM OF INFORMATION

- 25.1. The Licensor acknowledges that the Licensee is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with the Licensee to enable the Licensee to comply with such requirements.

Schedules

Schedule 1 – The Software

The Software may comprise the following:

N.B.: not all products have been Licensed, only those in Schedule 4 marked as “included” are included under this agreement:

- a. BECS Studio – A Digital service development and delivery platform comprising Single Sign-On (SSO) user accounts for customers and staff, a public Web portal interface, an administration interface and modules as follows: Application Library, Application Builder, Data Analytics, Developer APIs. Studio supports existing BECS products, the Application Library and the custom applications built using the Application Builder, with SSO authentication, data sharing and role & permissions across them.

Licensee’s installation of BECS Studio runs on the following software platform:

Enterprise Linux

Kotlin/NodeJS microservices

Docker cluster with Nomad orchestration

The Internet copy of BECS Studio will be used by Licensee’s staff to create and administer customer and intranet data capture applications, and for staff partners and customers to use those applications over multiple channels.

- b. BECS Claims - An HB and/or CTR online applications form that tailors its question set to the needs of the applicant. Uses a two-stage calculator to make the process quick and produce an indicative assessment.

BECS Claims was developed using Team NetQuest, the Team Netsol intelligent question engine.

BECS Claims may only provide question and answer sessions from the dataset generated by the Licensor which has been provided to the Licensee for consideration and which the Licensee has confirmed as being in a final form as at the date of this Agreement or by the grant of the licenced rights under this Agreement (whichever is the later) and subject always to any further variations to the agreed dataset which are agreed by the parties from time to time.

BECS Claims is a 100% pure Java 2 Enterprise Edition (J2EE) application that adheres to Open Standards in a secure environment. The Runtime engine resides on any server with a recent Java Virtual Machine, including Windows Server, Linux and others.

Licensee's installation of BECS Claims runs on the following software platform:

Enterprise Linux
Enterprise Java
Apache Tomcat
*Team NetQuest**

[* - proprietary technologies supported by vendors, all others are Open Source]

The Internet copy of BECS Claims will be used by Licensee's staff, partners and customers to perform their own assessments and submit electronic claims.

- c. BECS RBV for New Claims – Integration with Xantura Risk Based Verification (RBV). An application, datasets and supporting services that obtain a risk score from Xantura's RBV Service for a new claim for benefits via BECS Claims and automatically adjusts the supporting evidence requirements according to the Buyer's risk policy.

BECS RBV for New Claims may only obtain risk scores and modify evidence requirements for claims processed by BECS Claims whilst they reside in BECS Claims storage.

- d. BECS Scan – Manages the secure uploading of evidence required to complete an HB and/or CTR online claim, supported by a tailored evidence list. BECS Scan may only attach evidence images to claims submitted by BECS Claims whilst they reside in BECS Claims storage.

BECS Scan is a Web application that adheres to Open Standards in a secure environment. The client application is accessed from any device with a recent secure browser, including Windows, Linux, Mac OSX, Android, iOS and other operating systems.

BECS Scan will be used by Licensee's staff, authorised partners and self-service customers to attach evidence to online claims during or after submission of the claim by BECS Claims.

- e. BECS Change – Manages the reporting of changes in claimant circumstances. Complete with a self-tailoring form.

BECS Change was developed using Team NetQuest, the Team Netsol intelligent question engine.

BECS Change may only provide question and answer sessions from a dataset generated by the Licensor.

BECS Change is a 100% pure Java 2 Enterprise Edition (J2EE) application that adheres to Open Standards (e.g. XML, eGIF, WCAG) in a secure environment.

The Runtime engine resides on any server with a recent Java Virtual Machine, including Windows Server, Linux and others.

Licensee's installation of BECS Change runs on the following software platform:

Enterprise Linux
Enterprise Java
Apache Tomcat
*Team NetQuest**

[* - proprietary technologies supported by vendors, all others are Open Source]

The Internet copy of BECS Change will be used by Licensee's staff, partners and customers to perform their own assessments and submit electronic claims.

- f. BECS RBV for CiC – Integration with Xantura Risk Based Verification (RBV),. An application, datasets and supporting services that obtain a risk score from Xantura's RBV Service for a change in circumstances for benefits via BECS Change and automatically adjusts the supporting evidence requirements according to the Buyer's risk policy.

BECS RBV for CiC may only obtain risk scores and modify evidence requirements for changes processed by BECS Change whilst they reside in BECS Change storage.

- g. BECS Discretionary, comprising modules:

BECS DHP – A complete Discretionary Housing Payments system, with online application form, financial assessment, full circumstances assessment, automated scoring (with manual override) and management back-end. and management information.

BECS GetHelp - manages several Local Authority-administered discretionary awards, grants and support through a single online application form, financial assessment, full circumstances assessment, automated scoring (with manual override) and management back-end.

BECS Discretionary may only provide question and answer sessions from a dataset generated by the Licensor.

BECS Discretionary is a Web application that adheres to Open Standards in a secure environment. The Runtime engine resides on any server capable of running Docker containers including Windows Server, Linux and others.

Licensee's installation of BECS DHP runs on the following software platform:

Enterprise Linux

Kotlin/NodeJS microservices
Docker cluster with Nomad orchestration

The Internet copy of BECS Discretionary will be used by Licensee's staff and partners to perform consistent assessments and for customers to perform budget calculations, apply for DHP and other discretionary awards, grants and support.

- h. BECS HBAA - a complete system for running campaigns to check the accuracy of Housing Benefit awards for target groups, complete with online form, evidence upload and administration system.

BECS HBAA may only provide question and answer sessions from a dataset generated by the Licenser.

BECS HBAA is a Web application that adheres to Open Standards in a secure environment. The Runtime engine resides on any server capable of running Docker containers including Windows Server, Linux and others. Licensee's installation of BECS HBAA runs on the following software platform:

Enterprise Linux
Kotlin/NodeJS microservices
Docker cluster with Nomad orchestration

The Internet copy of BECS HBAA will be used by Licensee's staff and partners to perform consistent assessments and for customers to perform budget calculations, apply for DHP and other discretionary awards, grants and support.

- i. BECS.AI – a privacy-protected ChatGPT-like platform for delivery of multimodal, multilingual AI services, with the following modules and companion applications:

ALFIE – a conversational AI with expert knowledge of fraud, investigations and enforcement, trained by ITS Training (UK). A useful companion to staff training and an ongoing reference source for Fraud teams.

ARBI - a conversational AI with expert knowledge of Revenues & Benefits, supported by the IRRV. A useful companion to staff training and an ongoing reference source for Revenues & Benefits teams.

AI Customer Service – an enhanced online services and corporate Website content search engine that provides personalised advice and action plans for customers, ensuring they are signposted to the right resources to match their needs.

FrameRank – a Generative Engine Optimisation (GEO) analysis and reporting service that provides metrics and insights into the visibility of your key corporate information and online services within the popular AI search engines and apps. Provides recommendations for continuous improvement of content, LLM indexing files and metadata.

It is the Licensor's understanding that the aim of its services is to provide reliable online services that can expand naturally as demand increases and legislation changes.

Schedule 2 – Hardware

Any equipment provided by the Licensor for the purpose of the Contract shall remain the property of the Licensor and shall be used for the purpose of carrying out the Contract.

Any equipment purchased by Licensee for the purpose of the Contract shall remain the property of Licensee.

The equipment purchased by Licensee from the Licensor is as follows:

None.

The equipment provided by the Licensor located at its offsite datacentre for operation of the Software is:

Hardware	Purpose
n+1 x Dell AMD Enterprise Linux servers	Application server cluster for all production BECS services
8 x HPE/Dell Enterprise Linux servers	Nomad (Docker) containerisation cluster for continuous integration toolchain, and development and QA environments
2 x 144TB QNAP Storage Units	Resilient, mirrored Network Attached Storage with FIPS 140-2/FIPS- 197 compliant encryption and secure off-site replication
2 x 40Tb Seagate/HPE ClusterStor	Resilient, mirrored Network Attached Storage with FIPS 140-2/FIPS- 197 compliant encryption and secure off-site replication
2 x Cisco Security Plus Firewalls	Resilient high-throughput secured firewall with intrusion protection and active threat management
Resilient power	Generator and UPS backed multiple feeds into each dedicated rack cabinet
Resilient Internet bandwidth	Multi-path connectivity from the datacentre to the Internet

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n+1 HPE Network Swithes	Multi-path connectivity between hardware at the datacentre
Cables	Providing requisite power and interconnectivity

Schedule 3 – Annual Maintenance Contract Details

1. Service

The Licensor will ensure continuity of BECS services on the following basis:

Total Annual Charge	Annual Charge Detailed in Schedule 4.
System installation, configuration, localisation, initial training	Included
Web Hosting, System Maintenance and backups	Included
Software Updates, Regulation updates, General Support	Included
Integration Support and Maintenance	Included

2. Software Updates

Whenever updates to the Software or amendments to the assessment calculations are issued, the Licensor will provision updates via its electronic distribution system. The Licensor will inform the Licensee in advance of such updates and will liaise with them if there is any requirement for the Licensee to perform any related activities themselves.

3. Maintenance arrangements

The following matrix identifies maintenance responsibilities:

Scenario	Licensor	Licensee	Manufacturer
Internet network maintenance	■ (system)	■ (access)	
Hardware repair			■
Internet server reboots	■ (system)	■ (data staging)	
Backup Configuration	■		
Disaster Recovery	■		■

Software Support

The underlying system software is complex and comprises a mix of Open Source non-proprietary technology and proprietary vendor-owned technology.

There is standard support available for the Open Source technologies, however the Licensor has solid experience with them and will provide support for them in the context of the Software as part of this Contract.

The proprietary technologies are supported by their vendors, including Team NetQuest and BECS Studio which are supported by the Licensor.

4. Product debugging, vital operational upgrades and ongoing troubleshooting

It is essential that new features, whether system enhancements, updated hardware and software are planned and rigorously tested (including User Acceptance Testing) prior to implementation. Proactive and pre-emptive measures minimise the likelihood of ad-hoc and unscheduled support issues, and meet our aim of change being seamless to the end user. However, change increases the risk profile of any system.

Inevitably there will be occasions when operational issues, whatever the cause, require corrective action to restore service levels. Key to any support tasks is effective communication. This will be achieved by various means such as regular progress updates, our support Help Desk and the ability to forewarn users by system generated messages.

5. Help Desk

All support requests and problem logging will be channelled via the Licensor's support Help Desk. The support Help Desk and associated processes exist to ensure that operational and support issues are dealt with promptly whilst providing management information.

Licensee's end users will firstly report any issues to the Licensee's service desk who will then send this on to the Licensor (as set out above) who will accept support requests by phone, fax, email and the Licensor's Web-based Incident Reporting system.

6. Service Levels

Support and Maintenance will be conducted according to the following Service Levels: normal office hours are 9am to 5pm Monday to Friday.

Priority	Description	Time to Resolution
Critical	Service unavailable or many users affected	Acknowledgement within 1 hour during working hours, within 8 hours out-of-hours

		Resolution within 24 hours*
High	Parts of service unavailable but still functional	Acknowledgement within 24 hours during working hours Resolution within 1 week*
Medium	Low number of users affected but still functional	Acknowledgement within 24 hours Fix available for UAT within 1 month
Low	Minor issue with available workaround	Acknowledgement within 1 day Fix available for UAT within 3 months
Change Requests or Cosmetic	Non-Support Change Request or minor cosmetic issue not affecting functioning	Acknowledgement within 5 days Resolved for UAT within 3 months

* Hardware failures are handled by the hardware manufacturers' own engineers, return-to-base and on-site. Resolution time for issues connected to hardware failure are subject to the hardware manufacturer's own timescales.

7. Technical Support and Maintenance outside of working hours

The Licensor has an established process for requesting support and reporting issues (i.e. single point of contact, support log). Outside of working hours, a support line will be available, plus a dedicated and regularly monitored support email address.

In addition, the Licensor will provide hardware and application monitoring of Licensee's service instances, and staff will be alerted 24x7. Where appropriate, automatic restart of the servers will occur when downtime is alerted.

8. Service Level Commitments

Team Netsol's services are subject to the following Service Level commitments. In the event the Licensor does not achieve a particular Service Level in a particular month, the Licensor will issue a credit to Licensee as set forth below upon Licensee's request

To request a credit, Licensee must contact the Licensor within five (5) days of the end of the month for which a credit is requested.

In no event shall the total amount of Service Level credits issued to Licensee per month exceed the £500 for the affected Service.

9. Availability Service Level

(A) The Availability Service Level for Team Netsol's services is 99.9%.

In the event that our services become unavailable for reasons other than an Excused Outage, Licensee will be entitled to a service credit for the affected Service based on the cumulative unavailability of the affected Service in a given day as set forth in the following calculation:

$$(\text{Annual Price} \times \text{Unavailability Mins}) \times 99.9\% / (365 \times 24 \times 60)$$

In no event shall the total amount of Availability Service Level credits issued to Licensee per month exceed £250 for the affected Service.

10. Packet Delivery Service Level

The Packet Delivery SLA for Team Netsol's services is 99% for On-Net traffic between Gateways.

Packet Delivery is the average number of Internet Protocol (IP) packets of information that traverse the Licensor's network and are delivered by the Licensor to the intended On-Net destination in a calendar month.

Packet Delivery measurements may be obtained from the Licensor.

In the event the Licensor does not meet the Packet Delivery Service Level for reasons other than an Excused Outage or as a result of any third party local access circuit (whether provisioned by Licensee or the Licensor), Licensee will be entitled to receive an additional service credit for the affected Service based on the cumulative unavailability of the affected Service in a given day as set forth in the following calculation:

$$(\text{Annual Price} \times \text{Outage Mins}) \times 99\% / (365 \times 24 \times 60)$$

In no event shall the total amount of Packet Delivery Service Level credits issued to Licensee per month exceed £250 for the affected Service.

Schedule 4 – Contract Price and Term

The Contract will run for the period specified in the G-Cloud Call-off contract at the price agreed within the Call-off contract, comprising the products set out below.

1. Service Subscriptions:

BECS Studio	Included/Not Included
BECS Claims	Included/Not Included
BECS RBV for New Claims	Included/Not Included
BECS Scan for New Claims	Included/Not Included
BECS Change (CiC)	Included/Not Included
BECS RBV for CiC	Included/Not Included
BECS Revenues	Included/Not Included
BECS Discretionary	Included/Not Included
BECS HBAA	Included/Not Included
BECS.AI	Included/Not Included

Support and maintenance including ruleset and software updates.	Included
Web Hosting in resilient, secure datacentre including backups.	Included
System installation, configuration, localisation, testing, initial training and documentation.	Included
Security patches, initial branding/restyling, general application support for buyer's staff.	Included
Integrations and secure connection to corporate systems	Charged at SFIA day rates subject to agreed scale and scope
Change Requests	Charged at SFIA day rates subject to agreed scale and scope

2. Payment Schedule

The Contract Price will be invoiced on the Contracted date.

Thereafter, invoices will be issued on 30-day payment terms on the day after the end of the Contract Term ("Renewal Date") and thereafter annually on the anniversary of the Renewal Date.

3. Recurring Charges

There will be no additional annual charge or recurring charges, subject to clause 11.8

IN WITNESS whereof this Contract has been executed on the date hereof.

Signed by	Signed by
Name	Name
Title	Title
For and on behalf of Team Netsol Limited (Licensor)	For and on behalf of <Buyer> (Licensee)
In the presence of	In the presence of
Date	Date