

This purchase order ("Order") incorporates by reference the general conditions of contract of the Seller (being Sera Neon Limited) a copy of which is attached as Annex 1 to this Order (the "Conditions").

IT IS HEREBY AGREED:

1. Reference in the Conditions to:

- (a) "Acceptance Tests" shall mean the acceptance tests set out in the Seller's proposal, a copy of which is attached as Annex 2 to this Order (the "Proposal");
- (b) "Contract" shall mean this Order and the Conditions;
- (c) "Purchase Order" shall mean this Order;
- (d) "Services" shall mean the services to be provided by the Seller to the Buyer as set out in the Proposal; and
- (e) "Warranty Period" and "Warranty Services" shall be that warranty period and warranty services as set out in the Proposal.

2. The time for performance and delivery of the Services shall be as set out in the Proposal and clause 6.4 shall be amended accordingly.

3. The Buyer shall pay each undisputed invoice duly submitted to it by the Seller within 30 days of receipt to a bank account nominated in writing by the Seller, and clause 21.1 of the Conditions shall be amended accordingly. The milestones for invoicing shall be set out in the Proposal and subject to acceptance of the relevant deliverable(s) by the Buyer pursuant to the Acceptance Tests.

4. The Seller's total liability to the Buyer, whether in contract or tort arising in connection with the Contract shall be limited to the greater of (a) the total fees paid by the Buyer to the Seller under the Contract in the 12 months period immediately preceding the date on which the first relevant liability arises hereunder, OR (b) the amount paid by the Insurers against the settlement of the relevant claim under Seller's professional indemnity insurance policy (in respect of matters that are subject to claims covered by such insurance). Such limitation of liability will not apply to the liability of the Seller resulting from any fraud or fraudulent misrepresentation, or any liability for personal injury or death caused by its negligence or the negligence of its personnel or subcontractors, or any other liability which cannot be limited or excluded by applicable law. The Seller shall not be liable to the Buyer for (a) non-performance or delay in the performance of the Services where it is caused by the default of the Buyer under the Contract, or (b) any indirect or consequential loss. Without limiting any of the foregoing, in no event shall the Seller be liable for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings or loss of or damage to goodwill suffered by the Buyer that arises under or in connection with the Contract.

5. Terms defined in the Conditions shall have the same meaning in this Order unless otherwise defined herein or the context requires otherwise.

6. In the case of conflict between the terms of this Order and the Conditions, this Order shall prevail.

Signed: (on behalf of [BUYER])

Print Name:

Role:

Date 2023

[Insert Buyer address and email contact details]

Signed: (on behalf of Sera Neon Ltd.)

Print Name:

Role:

Date 2023

Sera Neon Limited
3rd Floor 86-90 Paul Street
London EC2A 4NE

Annex 1

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF SERVICES

1 ENTIRE AGREEMENT

- 1.1. The documentation referenced in the Purchase Order (including these General Conditions of Contract) shall form the Entire Agreement between the Buyer and the Seller. In the event of any conflict between the documents listed in the Purchase Order, or any specific terms and conditions thereof, the documents shall have precedence in the order that they are listed in the Purchase Order.
- 1.2. These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Seller at any stage in the dealings between the Buyer and the Seller with reference to the Services to which the Contract relates. Without prejudice to the generality of the aforementioned, the Buyer will not be bound by any standard or printed terms referred to, or furnished by the Seller in any of its documents. In this context, quotations referred to in the Contract are generally referenced for delivery and quantity detail only, but may, in the absence of any other references to documentation in the Contract, also be referenced for the purposes of specifying the Services to be supplied under the provisions of the Contract. These terms and conditions also apply in preference to, and supersede, any terms and conditions which appear on, or are attached to, any Purchase Order issued by the Buyer and forming part of the Contract, which shall apply only in so far as they are not inconsistent with these General Conditions of Contract.
- 1.3. This Contract supersedes all previous agreements, arrangements and undertakings, express or implied between the Buyer and the Seller related to the subject matter of the Contract. No addition or modification of any provision of the Contract shall be binding upon the other party unless it is made in writing and duly signed by an authorised representative of each of the parties.

2 DEFINITIONS

- 2.1 'Acceptance Certificate' has the meaning given in Clause 14.4.
- 2.2 'Acceptance Date' shall mean the date of the Acceptance Certificate or, if there is no Acceptance Certificate, the date on which the Buyer has accepted the Services in accordance with Clauses 13 and 14.
- 2.3 'Attachment' shall mean a document attached to these General Conditions of Contract and/or attached to or referred to in a Purchase Order.
- 2.4 'Authorised' shall mean, in respect of each party, the signature of an authorised representative of such party who is either named on the face of the Purchase Order, and/or in the Award Letter and/or notified to the other party by such party as being an authorised representative.
- 2.5 'Award Letter' shall mean, if applicable, the letter issued by the Buyer named in the Award Letter notifying the Seller that it has been awarded a Contract for the provision of Services subject to these General Conditions of Contract. The Contract is made between the Buyer and the Seller when the Seller signs and returns the Award Letter to the Buyer as set out in Clause 2.7 below.
- 2.6 'Buyer' shall mean the person, firm, or company to whom the Purchase Order is addressed.
- 2.7 'Completion Date' shall mean the date specified on the Purchase Order, or in any Attachment, for the completion of the Delivery, and/or where applicable, the date by which it is intended that the Acceptance Certificate will be signed by the Buyer.
- 2.8 'Contract' shall mean the legally binding arrangement made between the Buyer and the Seller. The Contract is made between the Buyer and the Seller when the Award letter has been signed by Authorised representatives of each of the parties and the second signing party has returned the Award Letter to the other party.
- 2.9 'Delivery' shall mean the delivery and/or the provision of the Services; and 'Deliver' shall be interpreted accordingly. 'Delivery' shall not under any circumstances imply acceptance of Services.
- 2.10 'Fixed Price' shall mean no variation of the Price nor reconciliation of costs is permitted.
- 2.11 'Intellectual Property Rights' shall mean patents, copyright, registered and unregistered design rights, utility models, trademarks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country, and all rights to apply for or register such rights.
- 2.12 'Purchase Order' or "Order" shall mean the Buyer's purchase order form which details the instructions to the Seller and to which these terms form Annex 1.

- 2.13 'Personnel' shall mean all personnel employed by the Seller (and including the personnel of any agent or sub-contractor of the Seller) for the purpose of performing the Contract. As set out in Clause 31.2, all such Personnel must be fully trained, suitably qualified and experienced, and shall fulfil their duties in a professional, ethical manner, consistent with the Buyer's commitment to equal opportunities and race equality and the highest standards of behaviour.
- 2.14 'Price' shall mean the agreed price of the Services as set out on the Purchase Order and/or in the Attachment, nett of discounts and VAT.
- 2.15 'Seller' shall mean Sera Neon Limited (registered company no. 07415035) of 86 - 90 Paul St, Shoreditch, London EC2A 4NE.
- 2.16 'Services' shall mean the services respectively which are to be supplied by the Seller to the Buyer under the Contract.
- 2.17 'Site' shall mean the location(s) for the Delivery.
- 2.18 'Specification' shall mean any technical specification for the Services contained and/or referenced on the Purchase Order; in an Attachment and/or referenced in the Award Letter, or any combination of the foregoing.
- 2.19 'Variation' shall mean any variation to the Contract confirmed by an Authorised Purchase Order carrying the words 'Purchase Order Amendment Number' and/or by the issue of an instruction to vary the Contract in accordance with Clause 11.
- 2.20 'Warranty Period' shall mean the period applicable to the Services as defined in Clause 23.2.
- 2.21 'Warranty Services' shall mean such maintenance, repair and other services that are required to be provided in order to reinstate the and/or provide the Services to standards, that are in accordance with, and as detailed in the Contract.

3 AUTHORITY

- 3.1 Neither of the parties shall be liable for any Purchase Order, variation, letter of intent, or instructions to proceed with a Purchase Order unless and until it has been Authorised by such parties.

4 PRICES

- 4.1 Unless specifically agreed in the Contract all prices shall be in UK Pounds Sterling and shall be Fixed Prices for the duration of the Contract, inclusive of all costs, including, without limitation, carriage, packaging and certification (where required), but exclusive of VAT. Prices shall be deemed to be exclusive of VAT unless otherwise specified on the face of the relevant Purchase Order.

5 BUYER TO INFORM ITSELF FULLY

- 5.1 The Buyer shall be deemed to have examined the Specification and these General Conditions of Contract. No claims from the Buyer will be allowed on the grounds of misinterpretation of the Specification (whether it was prepared by the Buyer or by the Seller) or these General Conditions of Contract if the Buyer could reasonably have sought clarification from the Seller prior to the issue of the Purchase Order.

6 THE SITE

- 6.1 Unless otherwise specified in an Attachment and/or otherwise agreed in writing and/or stated on the face of the Purchase Order, the Seller shall be required to undertake a visit to the Site (and, where such visit is required, shall be deemed to have undertaken and completed a visit to the Site), and shall: -
- 6.1.1 issue a report detailing work to be carried out to prepare the Site for the Delivery; or
- 6.1.2 issue a certificate, stating that the Site is suitable and acceptable for the Delivery to commence; and
- 6.1.3 include in the report and/or certificate confirmation that the Site conditions, layout and design and/or other provisions related to the Site are suitable and such that the Seller

can Deliver the Service or notify the Buyer of any work or requirements that need to be completed in order that the Seller is able to gain access to and undertake Delivery of the Services to, and at, the Site. If the Seller does not notify the Buyer of any such work or requirements, the Seller shall be deemed to have accepted that the Site is suitable and shall proceed with the Delivery.

- 6.2 The report issued by the Seller in accordance with Clause 6.1.1 above must supply adequate information in sufficient time to enable the Buyer to prepare the Site for the Services, and enable the Buyer to provide: -
- 6.2.1 a suitable supply of electric current and such other mains services as maybe required;
 - 6.2.2 all other required electrical and mechanical items and fittings, as specified by the Seller at the time of awarding the Contract and agreed by the Buyer; and
 - 6.2.3 such facilities and environmental conditions as defined on the Purchase Order and/or in any Attachment.
- 6.3 In circumstances where the Seller issues a report in accordance with Clause 6.1.1, the Seller shall be required to re-examine the Site upon the notification by the Buyer that any work specified in the report has been completed and issue a certificate in accordance with Clause 6.1.2 or apply the provisions of Clause 6.1.1 as appropriate.
- 6.4 The Buyer at its own expense shall ensure that such preparations and provisions in writing made known to the Buyer by the Seller are made such that the Seller is able to Deliver the Services on the date specified for Delivery on the Purchase Order and/or in any programme of Delivery contained in any Attachment. In the event that such preparation and provision are unsuitable for the purpose of the Delivery as the result of an act or default of one party, then any costs which the other party can demonstrate as being reasonably and necessarily incurred as a direct result of that act or default shall be recoverable from the defaulting party.

7 ACCESS

- 7.1 The Buyer shall afford to the authorised Personnel at all reasonable times and with prior agreement, such access to the Site, (but not necessarily sole access) as may be necessary for the inspection of the Site and for the execution of Delivery, providing always that the Buyer shall have the right to refuse to admit to, or order the removal from, the Site of any person employed by, or acting on behalf of, the Seller, or any authorised sub-contractor who, in the opinion of the Buyer (acting reasonably), is not a fit and proper person to be on the Site. Action under this Clause shall not relieve the Seller of any of its obligations under the Contract.
- 7.2 The Seller must take reasonable care to ensure that, in the execution of the Delivery, they do not interfere with the operations of the Buyer, its employees or any other contractor employed on the Site.
- 7.3 The Seller may work on the Site only with the permission of the Buyer.
- 7.4 The Seller shall, without prejudice to any other obligations to the Buyer with regard to access to the Site: -
- 7.4.1 comply at all times with its statutory obligations in respect of Health and Safety at Work and the Buyer's policies, procedures and/or reasonable instructions in respect of Health and Safety;
 - 7.4.2 comply with any policies, procedures and/or reasonable instructions of the Buyer with regard to security when attempting to gain access to and egress from, and at all times when working on, the Site;
 - 7.4.3 comply with any policies, procedures and/or instructions of the Buyer in respect of the use of any services and/or facilities to be provided by the Buyer in accordance with the Contract and/or as may otherwise be reasonably required in order that the Seller is able to meet its obligations under the Contract;
 - 7.4.4 comply with any policies, procedures and/or instructions of the Buyer in respect of the

Site and/or any other of the Buyer's sites to which the Seller may have access for any purpose; and

7.4.5 ensure that any Services which require the attendance of the Seller on the Site be undertaken during the Buyer's standard operational hours unless otherwise agreed by the Buyer..

7.5 The Seller shall ensure that all shall comply with its obligations set out in Clauses 7.1 to 7.4 inclusive above.

8 QUALITY

8.1 The Services supplied and/or provided in accordance with the Contract shall: -

8.1.1 conform in every respect with provision of the Contract;

8.1.2 be capable of fulfilling and maintaining all standards of performance specified in the Contract;

8.1.3 be fit for any purpose made known to the Seller expressly and by implication, and in this respect the Seller accepts that the Buyer has relied, and shall continue to rely, on the Seller's skill and judgement;

8.1.4 correspond with the Specification;

8.1.5 correspond with any samples, patterns, drawings and/or plans referred to in the Contract;

8.1.6 be of satisfactory quality; and

8.1.7 any combination of the foregoing.

8.2 Without prejudice to the provisions of Clause 8.1 the Services shall comply with all appropriate legislation applicable and relevant to the Services at the date of the Contract (in which case the Seller shall be obliged to provide copies of relevant test or other certification in respect of the Services at the request of the Buyer) and/or with any specification of the British Standards Institution (or equivalent) which is relevant to the Services at the date of the Contract.

9 MISTAKES IN INFORMATION

10.1 The Seller shall be responsible for and shall pay any extra costs occasioned by any discrepancies, errors or omissions in drawings, documentation or other information supplied in writing by the Seller, provided that such discrepancies, errors or omissions are not due to inaccurate drawings or information and decisions supplied in writing to the Seller by the Buyer.

9.1 The Buyer shall be responsible for and shall pay any additional costs which the Seller can demonstrate as being reasonably and necessarily incurred as a direct result of the Seller acting upon any discrepancies, errors or omissions in any drawings, information and decisions supplied in writing to the Seller, by the Buyer. Any claims under this Clause must be made in writing.

10 PROGRAMME OF DELIVERY

10.1 The Delivery shall be carried out in accordance with any timetable, or before any date, specified in the Purchase Order or in any Attachment.

11 VARIATIONS

11.1 Neither party shall alter any part of the Contract without the prior written agreement of the other party, such agreement in the case of Variations requested by the Buyer shall not be unreasonably withheld, denied or delayed by the Seller. Variations so requested by either party from time to time during the execution of the Contract and/or during the period of the Contract shall, once agreed, be confirmed by the issue of a written Variation to the Contract. The Seller shall carry out such Variations and the parties shall be bound by the same conditions as set out in the Contract, so far as they may be applicable, as though the said Variations were stated in the Contract.

11.2 Without prejudice to the foregoing, if a Variation is required by either party, the other party shall state in writing the effect such Variation shall have on the Delivery of, and/or the programme of Delivery for, and/or the provision of the Services and what adjustment, if any, will be required to the Price and/or Completion Date.

12 DELAYS BY THE SELLER

12.1 Any time or period for Delivery, despatch and/or completion shall be the essence of the Contract. If the Seller fails to complete the Delivery of the Services by the Completion Date (or such revised dates as may be agreed in accordance with Clause 11), the Buyer shall have the right exercisable by giving notice to the Seller, at its sole discretion, either to: -

12.1.1 cancel the Contract whereupon the Buyer's rights shall be as described in Clause 15 hereof, or

12.1.2 proceed with the fulfilment of the Contract whereupon the Buyer shall have the right to recover from the Seller any losses which it may have suffered as set out in Clause 12.2 hereof.

12.2 Where Clause 12.1.2 applies, in the event that the Buyer shall elect to proceed with the fulfilment of the Contract, and the Buyer shall have suffered a loss, then without prejudice to any of the Buyer's other rights and remedies, the Buyer shall have the right to deduct, as liquidated damages and not by way of a penalty, from the Price the percentage stated in the Purchase Order and/or in any Attachment (if applicable and stated therein), of the Price for each week or part thereof between the Completion Date and the Acceptance Date.

12.3 The amount so deducted under clause 12.2 shall not exceed the maximum percentage of the total Price stated in the Purchase Order and/or in any Attachment and such deductions so made are a pre-estimate of the loss likely to be suffered by the Buyer as a result of the failure of the Seller as set out in this Clause 12.

13 ACCEPTANCE TESTS

13.1 The Seller shall be required to undertake Acceptance Tests as detailed on the Purchase Order and/or in any Attachment.

13.2 Where the details of the Acceptance Tests to be implemented in accordance with this Contract are not specified in the Purchase Order or in any Attachment, the Acceptance Tests shall be those which are generally accepted as enabling the Buyer to satisfy itself that the Services or specific part thereof have been Delivered such that they are in accordance with the Contract.

13.3 The Seller shall give to the Buyer 7 days written notice, or such shorter notice as may be agreed, of the date when it will be ready to commence Acceptance Tests.

13.4 Unless otherwise specified in the Contract, it shall be for the Seller to provide the necessary equipment, labour and things of all kinds to carry out the Acceptance Tests.

13.5 The Acceptance Tests shall take place on the dates specified in the Purchase Order or in any Attachment, or such dates as the Buyer shall notify to the Seller in writing, unless otherwise agreed.

13.6 If the Seller fails to make such tests within the time stipulated, the Buyer reserves the right to undertake the Acceptance Tests specified. All Acceptance Tests undertaken by the Buyer shall be at the risk and expense of the Seller, unless the Seller shall establish to the satisfaction of the Buyer that the tests were not being delayed, in which case such tests so made shall be at the risk and expense of the Buyer.

13.7 If the Services or any part or stage thereof fail to pass the Acceptance Tests, repeat tests shall be carried out within a reasonable time by the Seller. In the event that the Services or any part or stage thereof, are not in accordance with the Contract, then, without prejudice to the Buyer's rights under Clauses 12 and 15, the Buyer shall have the right to: -

13.7.1 require the Seller to supply, free of all charges, such additional or replacement services as may be necessary to enable the Services to pass the Acceptance Tests;

13.7.2 accept and retain such of the Services as the Buyer may consider expedient at such reduced Price as may be agreed by the Buyer and the Seller;

13.7.3 contract with a third party to enable the Services to pass the Acceptance Tests. In such circumstances any costs incurred shall be for the Seller's account, and shall be deducted from any sums due under the Contract, or shall otherwise be recoverable from the Seller;

13.7.4 reject the Services, where they are not in accordance with the Contract.

14 ACCEPTANCE

- 14.1 If the Services fail to conform with the Specification and/or the Contract, whether by reason of not being of the required quality, or fit for the purpose stipulated in the Specification, and whether the Services have been subjected to Acceptance Tests or otherwise, the Buyer shall without prejudice to its rights under Clauses 12, 15 and 23 of these General Conditions of Contract have the right to reject such Services within a reasonable time after Delivery. The Buyer shall be obliged to give the Seller reasonable opportunity to provide Services with Services which conform to the Specification and/or the Contract, but shall thereafter, without prejudice to any other right which the Buyer may have against the Seller, have the right to purchase such Services of the same or substantially equal quality and/or Specification elsewhere. Any additional costs which may be incurred by the Buyer in purchasing such Services shall be for the Seller's account.
- 14.2 Neither Delivery nor putting into use constitutes acceptance of the Services by the Buyer.
- 14.3 The making of any payment due under the Contract shall not constitute acceptance and shall not prejudice the Buyer's rights of rejection.
- 14.4 Unless it is specified in the Purchase Order or any Attachment that an Acceptance Certificate is not required, then as soon as the Acceptance Tests appropriate to, or specified for, the Services have been completed and the Services have passed the Acceptance Tests, the Buyer shall issue an Acceptance Certificate which will state the Acceptance Date and any outstanding defects in the Services or relevant part thereof. The Seller undertakes to rectify such defects promptly and without delay and, in any case, by a specific date, which shall be binding, and which shall be agreed in writing by the parties within seven (7) working days after the Acceptance Date. If the Seller fails to remedy such defects within the period specified and agreed, the Buyer's rights shall be as set out in Clauses 12 and 15.

15 TERM; CANCELLATION

- 15.1 This Agreement is effective from and shall remain in force:
 - 15.1.1 from the date of the Purchase Order Form until terminated in accordance with Clause 15 of this Agreement; or
 - 15.1.2 where the Purchase Order specifies a fixed minimum term, the duration specified therein.
- 15.2 Each party may terminate the Contract for reasons other than default on the part of the other party by giving not less than three (3) months written notice to the other party. Upon such termination by notice, the Buyer shall pay the Seller:
 - 15.2.1 for any work performed and/or Services provided to the date of issue of termination; and
 - 15.2.2 for any commitments, liabilities or expenditure properly, reasonably and necessarily entered into by the Seller for the sole and absolute purposes of the performance of the Contract to the extent to which the same would represent an unavoidable loss to the Seller (and which could, or can, not be reasonably avoided) as a direct result of the termination of the Contract.

The Buyer's liability under this Clause 15.2 shall not under any circumstances exceed the Price excluding any maintenance charges, and the Seller shall be obliged to use all reasonable endeavours to mitigate the costs that it seeks to recover from the Buyer and maintain such costs at the lowest possible level.
- 15.3 Either party may terminate the Contract forthwith by written notice to the other party in the event that:
 - 15.3.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
 - 15.3.2 the other party is in breach (where breach shall, in the case of the Seller, be deemed to include, without limitation, a failure of the Seller to Deliver and/or provide Services which are in accordance with the terms of the Purchase Order; a failure of the Seller to make progress with the Contract; a failure of the Seller to provide adequate replacement and/or satisfactory Services, having been given a reasonable opportunity to rectify or remedy the

situation or any combination of the foregoing) of any of the terms of the Contract and/or the Conditions of the Contract, and fails to rectify such breach within thirty (30) calendar days of receipt of the said written notice specifying such breach; or

- 15.3.3 the other party becomes bankrupt or insolvent, or has a receiving order made against it, or compounds with its creditors or, being a corporation, commences to be wound up or if the party attempts to carry on its business under a receiver for the benefit of any of its creditors.
- 15.4 The Buyer may terminate the Contract forthwith if the Seller commits a substantial or persistent breach of its obligations under Clause 31 of the Contract, and fails to remedy such breach within a reasonable period in accordance with the provisions set out in Clause 31.
- 15.5 The Buyer may terminate the Contract forthwith if the Seller commits a breach of the provisions of Clause 29.
- 15.6 The Buyer reserves the right to terminate the Contract forthwith if the Seller has been found to have committed an offence under Section 7 of the Bribery Act 2010
- 15.7 The termination of the Contract for any reason shall not affect the rights of either party accrued up to the date of such termination, but the Buyer shall not be liable for any commitment which has not been fulfilled by the Seller upon the date of termination.

16 PATENTS AND OTHER RIGHTS

- 16.1 The Seller shall indemnify the Buyer against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights by the use of the Services and/or any product which is a tangible output of the Services subject to the following: -
 - 16.1.1 the Buyer shall promptly notify the Seller in writing of any alleged infringement of which they have notice;
 - 16.1.2 the Buyer must make no admissions without the Seller's consent;
 - 16.1.3 the Buyer, at the Seller's request and expense shall allow the Seller to conduct and/or settle all negotiations and litigation, and give the Seller all reasonable assistance. The costs incurred or recovered in such negotiations or litigation shall be for the Seller's account.
- 16.2 Exclusions. The obligations set out in Clause 16.1 do not apply to the extent that a third party claim is caused by or results from:
 - 16.2.1 the Buyer's use of the Services with other software, services or products not provided by the Seller, if the claim would have been avoided by the independent use of the Services;
 - 16.2.2 the Buyer's continued usage after being notified of allegedly infringing activity and being provided modifications that would have avoided the alleged infringement (for which the Seller shall use commercially reasonable efforts to substantially preserve the utility and functionality of the Services that is the subject of the claim);
 - 16.2.3 the Buyer's use of the Services in a manner not in accordance with the Contract, the Specifications or Attachment if the third party claim would have thereby otherwise been avoided.
- 16.3 If at any time any allegation of infringement of any Intellectual Property Rights is made in respect of the Services or in the Seller's reasonable opinion is likely to be made, the Seller may, at its own expense, modify or replace the Services or any part(s) thereof, without detracting from or degrading the overall performance of any product which is a tangible output of the Services, the Seller making good to the Buyer any loss of use during modification or replacement, so as to avoid the infringement. The provisions of Clause 11 shall then take effect as if the Buyer had requested a Variation save that the Seller shall not be entitled to any increase to the Price.
- 16.4 Where Buyer development forms part of the Contract the Buyer will own any Intellectual Property Rights arising from such Buyer development and in the case of rights which can be prospectively

assigned, the Seller hereby assigns those rights to the Buyer.

- 16.5 The Seller shall treat all information provided by the Buyer as confidential and use such information only for purposes of performing the Contract or meeting its obligations under the Contract. Where drawings or other data are issued by the Buyer for the Seller's use, the Seller shall exercise proper custody and control and return/dispose of such in accordance with the Buyer's instructions. For the avoidance of doubt nothing in these General Conditions of Contract is intended to confer any Intellectual Property Rights in the drawings or data provided by the Buyer, and their creation constitutes development as set out in Clause 16.3.

17 SOFTWARE

- 17.1 The Seller shall be responsible for providing in accordance with the Contract, all software; firmware and associated documentation where: -

17.1.1 the software and associated documentation is necessary for the satisfactory operation of or the use of the Services and/or

17.1.2 where the provision of such software and associated documentation is specified in the Purchase Order and/or in any Attachment.

For the purposes of clarification any reference to software in this Clause shall be deemed to include and apply to any firmware provided and/or to be provided under the provisions of the Contract.

- 17.2 Where the provision of the software is not subject to separate licence arrangements: -

17.2.1 the Seller hereby grants to the Buyer a perpetual right to use the software (whether modified as hereinafter provided or not) in conjunction with the Services as the case may be;

17.2.2 the Seller will provide the software in both object code and source code;

17.2.3 the Buyer shall in perpetuity have the right to modify or add to any of the software without reference or obligation to the Seller;

17.2.4 all Intellectual Property Rights of the Seller in the software shall remain vested in the Seller;

17.2.5 the Buyer shall have the Intellectual Property Rights in any modifications or additions made to the software, but shall in no case acquire the Intellectual Property Rights in the software itself;

17.2.6 the Buyer shall not assign or sub-licence to any third party to have the use of the software, including any translation, compilation, adaptation, enhancement or any other version of the software, without the prior written consent of the Seller;

17.2.7 the Buyer shall only make so many copies of the software as are reasonably necessary for operational security and use.

- 17.3 Where the Seller provides third party software in accordance with the Contract or otherwise in order to enable them to meet their obligations under the Contract, the Seller shall either: -

17.3.1 procure for the Buyer a non-exclusive, perpetual and irrevocable licence to use the Software under a separate licence agreement, or

17.3.2 grant to the Buyer a sub-licence to use the third party software under a separate licence agreement.

- 17.4 The Seller hereby warrants that they have the right to grant to the Buyer the rights in the software and any third-party software as set out in these General Conditions of Contract.

18 STANDARD OF PERFORMANCE

- 18.1 The Seller shall ensure, and undertakes to ensure that the Services maintains the standard of performance specified and/or achieved that are either: -

18.1.1 in the Specification, or

18.1.2 in the Purchase Order or in any Attachment, or

18.1.3 as demonstrated in the Acceptance Tests and accepted by the Buyer, or

18.1.4 any combination of the above.

for either the period of the maintenance contract if the Services are to be maintained by the Seller, or the Warranty Period if the Services are not to be maintained by the Seller.

18.2 If the Buyer claims that the Services and/or any part thereof, are not achieving and maintaining the standard of performance specified in the Contract and the Seller wishes to dispute that claim, then, notwithstanding prior acceptance of the Services in accordance with Clauses 13 and 14 hereof, it shall be for the Seller to undertake all necessary investigations to disprove the Buyer's claims, or to prove that such failure to maintain requisite standards is due directly to the fault or failure of the Buyer. Where such Buyer's claims have been disproved and/or Buyer fault or failure has been identified, the costs incurred by the Seller to undertake such investigations shall be for the account of the Buyer.

19 INDEMNITY & INSURANCE

19.1 The Seller will keep the Buyer fully indemnified in respect of: -

19.1.1 all loss and/or expenses and all actions, claims, demands, costs and expenses incurred by or made against the Buyer which arises from any Services provided and/or advice given or anything done or omitted to be done under the Contract by the Seller. For these purposes the Seller will on request produce evidence of premium receipts for Professional Indemnity Insurance coverage of not less than two million pounds sterling (£2,000,000) or as otherwise shown on the face of the Purchase Order and/or in any Attachment for any one, or series of claims that may arise; and

19.1.2 against all actions, claims, demands or costs in respect of the death or injury to any person arising from defective workmanship or design, or by reason of the Seller's negligence, or any act or omission on the part of the Seller's employees, sub-contractors, or agents arising out of the performance of the Contract; and

19.1.3 the Seller will keep the Buyer indemnified against any damage to the Buyer's property (including any materials, tools or patterns sent to the Seller for any purpose). For these purposes the Seller will on request produce evidence of premium receipts for Public Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) or as otherwise shown on the face of the Purchase Order and/or in any Attachment for any one, or series of claims that may arise.

19.2 The liability of the Seller in respect of the above indemnities shall be limited to the amounts recoverable by the Seller under any of the above insurance policies or otherwise shall be limited as set out in the Purchase Order and shall not exceed, in any contract year, an amount equal to the total value of fees paid by the Buyer to the Seller in such contract year. Unless the Buyer notifies the Seller of its intention to make a claim under the Contract in respect of an event within the notice period, the Seller shall have no liability for that event. The notice period for an event shall start on the day on which the Buyer became, or ought reasonably to have become, aware of the event having occurred and shall expire nine (9) months from that date. The notice must be in writing and must identify the event and the ground for the claim in reasonable details.

20 ASSIGNMENT AND SUB-CONTRACTING

20.1 The Seller shall not, without first obtaining the written consent of the Buyer sub-contract the Contract or any part thereof, or make any sub-contract with any person or persons for the execution of any part of the Contract, but the restrictions contained in this Clause shall not apply to the use by the Seller of associate individuals to support the service or to the supply of minor details, nor to any part of the Contract for which a sub-contractor is named in the Purchase Order or any Attachment. For the purposes of this Clause 20.1, associate individuals are individuals who are not permanent employees of the Seller but who are employed on fixed term contracts or engaged as full-time contractors with the Seller

20.2 In circumstances where the Buyer gives written consent to the Seller to assign or sub-contract specific parts of the Contract, such written consent shall not relieve the Seller from any liability or obligations under the Contract, and the Seller shall be responsible for the acts, defaults or neglects of their sub-contractor, their agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Seller. When requested by the Buyer the Seller will provide a copy of any sub-

contract documentation at no charge.

- 20.3 The Buyer may not assign the benefits of the Contract, without the written consent of the Seller, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, consent shall not be required for assignment to an Affiliate of the Buyer.

"Affiliate" means any company or other business entity that directly or indirectly controls, is controlled by or is under common control of a party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a company or other business entity.

21 PAYMENT

- 21.1 Provided the services have been delivered, and/or accepted by the Buyer as being in accordance with the Contract, the Seller shall be entitled to claim payment of the Price or the portion of the Price, stated in the Purchase Order or any attachment. Invoices are issued monthly in arrears (unless otherwise set out in the Purchase Order Form), via email. The Buyer agrees to pay all undisputed amounts within thirty (30) days of receipt of the applicable invoice by direct bank/wire transfer in accordance with the instructions on the invoice, plus any bank charges assessed by Buyer's bank, unless otherwise agreed.
- 21.2 Value Added Tax, where applicable, will be shown separately on all invoices.
- 21.3 Should the Buyer be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of payments due then Buyer and the Seller shall co-operate in all respects and take all reasonable steps necessary to pay the Seller such additional amounts as are necessary so that the net amount received by the Seller is equal to the amount then due and payable under the Contract. The Seller shall provide the Buyer with such tax forms as reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payment made under the Contract.
- 21.4 If the Buyer disputes the fees due under a specific invoice, the Buyer must provide written notice of such dispute to the Seller within ten (10) days of receipt of the invoice, otherwise the invoice will be deemed accepted and payable.
- 21.5 In circumstances where the Buyer exercises its rights under the provisions of Clause 12 of these Conditions, and makes a claim in respect of the Delivery or any part thereof being subject to a delay due to the fault of the Seller, the Buyer reserves the right to deduct the appropriate percentage of the Price as agreed and detailed within the Purchase Order or any Attachment from the payment falling due upon the completion of the Delivery or specific part thereof.
- 21.6 Each invoice shall show the prices attributable to each item of Services and be in sufficient detail to enable the Buyer to identify and assess the amounts claimed. The Seller undertakes to supply such other particulars of costings as the Buyer may require and to permit these to be verified by inspection of books, accounts and other documents and records.
- 21.7 The Seller shall have the right to charge the Buyer interest on any invoices that are not in dispute and are overdue for payment calculated from the date payment was due until the date payment is made, together with all reasonable collection expenses, including legal fees. The rate of interest shall be 2% over the official dealing rate of the Bank of England but shall otherwise be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

22 RECOVERY OF SUMS DUE

- 22.1 Whenever under a Contract any sum of money shall be recoverable from, or payable by, the Seller, the same may be deducted from any sum then due or which at any time thereafter may become due to the Seller under the Contract, or under any other contract with the Buyer. Exercise by the Seller or the Buyer of their rights under this Clause, shall be without prejudice to any other rights or remedies available to the Seller or the Buyer under the Contract.

23 WARRANTY; REPLACEMENT SERVICES

- 23.1 In the event that all or any of the Services supplied in accordance with the Contract shall consistently fail to achieve and maintain the standards of performance either: -
- 23.1.1 as specified in the published specification for the Services as issued by the service provider and/or the Seller;
- 23.1.2 as set out in the Specification;
- 23.1.3 as specified in the Purchase Order or any Attachment;
- 23.1.4 as demonstrated in the Acceptance Tests and/or accepted in writing by the Buyer;

23.1.5 a combination of the above,

and provided that any physical output of the Services are being used by the Buyer in accordance with the operating instructions: -

23.1.6 issued and supplied by the Seller;

23.1.7 issued and/or published by the service provider;

23.1.8 where no instructions are provided, in accordance with generally accepted good practice appropriate to the Services;

23.1.9 a combination of the above,

the Seller hereby warrants for the Warranty Period that the Services, or specific portion(s) thereof affected by such circumstances shall be replaced with services of equal or nearest equivalent higher specification forthwith and free of all charges.

23.2 The Warranty Period shall be 12 months from the later of the Acceptance Date or the Delivery Date.

23.3 For the avoidance of doubt, "consistently fail" shall be defined as a minimum of four (4) return visits to provide the Services to satisfactory standards, during the Warranty Period.

23.4 If the Services are supplied without warranty, the provisions of this Clause 23 shall not apply unless the Buyer enters into a maintenance agreement with the Seller (either under the provisions of this Contract or subject to the provisions of a separate contract between the parties) which commences within thirty (30) days, or such other period as maybe agreed between the parties, of the Acceptance Date. The rights and obligations of the parties set out in this Clause 23 shall apply for the first year (or such other period as maybe agreed by the parties and set out in an Attachment) of the valid term of such maintenance agreement.

23.5 Service calls which the Seller can prove as having been made necessary due to any negligent act or omission of the Buyer, or which are defined as return calls to replace parts shall be excluded from the total number of calls referred to in Clause 23.3.

23.6 Replacement Services supplied by the Seller under this Clause 23 shall be supplied in accordance with these General Conditions of Contract. The Services shall be supplied with a full Warranty Service as defined in, and for the Warranty Period (except that the period will commence on the date that the replacement Services are accepted by the Buyer). The Buyer's rights to require the Seller to replace Services in accordance with this Clause shall apply to any replacement Services as if they were the Services originally supplied.

24 STATUTORY AND OTHER REGULATIONS

24.1 The Seller shall in all matters arising in the performance of the Contract conform with all Acts of Parliament and with all orders, regulations and byelaws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to the Contract; the Seller shall also observe through its Personnel any rules applicable to the Site. The Buyer shall on request afford all reasonable assistance to the Seller in obtaining information as to local conditions. The Seller shall not in the performance of the Contract in any manner endanger the safety or unlawfully interfere with the convenience of the public. The cost to the Seller in meeting its requirements of this Clause shall be included in the Price, except as provided under Clause 24.3 hereof.

24.2 Without prejudice to the foregoing, the Seller shall in all matters arising in the performance of the Contract conform, and provide all such assistance to the Buyer in order that the Buyer is able to conform, and maintain conformance, with all and any environmental legislation and laws (including, without limitation, the Environmental Protection Act 1990 and the Waste Electrical Equipment Directive and the regulations made thereunder and any statutory amendments or re-enactments made thereto) applicable to the Services and/or the Contract. In addition, the Seller shall comply and conform, and maintain compliance and/or conformance with, all and any of the policies and procedures used by the Buyer in maintaining its commitment to, and the delivery of, its own environmental sustainability strategies and policies (including, without limitation, those which ensure that the Buyer conforms and complies with any applicable environmental legislation and laws) which are made known to the Seller.

24.3 In the event that either party incurs costs which it would not otherwise have incurred, and which are caused by the other party's failure to comply with any law or any order, regulation or byelaw having the force of law, the amount of such costs shall be reimbursed by the other party.

25 WAIVER

25.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any

of these General Conditions of Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.

26 CONFIDENTIALITY

- 26.1 Without prejudice to Clause 16.4 of this Contract, each party ('the Receiving Party') shall keep confidential all information of the other party ('the Disclosing Party') obtained under or in connection with the Contract, whether such information (which shall include, but not be limited to information obtained by the Seller when visiting the Site) is related to the Contract or otherwise, shall not divulge the same to any third party without written consent of the Disclosing Party, and shall use it only for the purposes of the Contract.
- 26.2 The provisions of this Clause shall not apply to any information if such information is: -
- 26.2.1 in the public domain, other than through the fault of the Receiving Party, or
 - 26.2.2 in the possession of the Receiving Party before its disclosure by Disclosing Party; or
 - 26.2.3 obtained from a third party who is free to divulge the information concerned without a continuing restriction on its disclosure; or
 - 26.2.4 independently developed by the Receiving Party.
- 26.3 The Seller and the Buyer shall divulge the information of the other party only to those employees, including the agents and/or employees of any authorised sub-contractor in accordance with Clause 26.4 below, who are directly involved in the Contract and/or provision of the Services, and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
- 26.4 The Seller must ensure that its agents, employees and sub-contractors are bound by the requirements of this Clause, and shall be held responsible for any breaches of confidentiality committed by them.

27 OPERATING MANUALS

- 27.1 The Seller shall supply to the Buyer all operating manuals and other documentation necessary for the satisfactory operation of the Services, and in any event all documentation as specified in the Purchase Order or any Attachment. If, after the Acceptance Date, the operating manuals and documentation need updating or replacing the Seller shall be responsible for notifying the Buyer of the availability of such updates or replacements, and shall supply them at reasonable prices, upon receipt of appropriate Purchase Order documentation. The Seller shall provide the operating manuals and other documentation in the media format in which they are available at the appropriate time.

28 FORCE MAJEURE AND EXTENSION OF TIME

- 28.1 If, by any reason of any act or default of the Buyer or any other circumstance which is beyond the control of the Seller arising after the date of the Contract (which shall include (but not be limited to) acts of God, perils of the sea or air, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government or parliamentary authority, and/or labour disputes (other than labour disputes, strikes or lock outs involving the Seller's own work force and/or staff employed by the Seller)), the Seller has been delayed or impeded in the completion of the Contract, and provided that the Seller shall immediately have given to the Buyer notice in writing of its claim for an extension of time, the Buyer shall on receipt of such notice grant the Seller from time to time in writing either prospectively or retrospectively such extension of the time for the completion of the Contract as may be reasonable, but which shall not, unless otherwise agreed between the parties in writing, exceed sixty (60) elapsed days from the date of the Seller's notice to the Buyer as set out above. This Clause only applies if:
- 28.1.1 the Seller shall, immediately upon becoming aware that any such delay has been or is likely to be caused, give notice in writing to the Buyer specifying the circumstances causing or likely to cause the delay and the actual or estimated extent of the delay caused or likely to cause the delay;
 - 28.1.2 the Seller could not reasonably be expected to have foreseen at the date of the Contract that a delay would, or was likely to, occur;
 - 28.1.3 the Seller uses its best endeavours to prevent any delay being caused and to minimise any such delay to the satisfaction of the Buyer; and
 - 28.1.4 such delay is not attributable to any negligence, default or improper conduct of the Seller.
- 28.2 If the Buyer has granted the Seller an extension of time as set out in Clause 28.1, and the Contract is not completed within the extended period, the Buyer may by giving notice to the Seller terminate the Contract with immediate effect. Termination of the Contract under this Clause 28 shall be without prejudice to any rights which may have accrued to the Buyer to the effective date of such termination.

29 CORRUPT GIFTS AND PAYMENT OF COMMISSION

- 29.1 The Seller shall not offer or give or agree to give any person in the service of the Buyer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so or for having done or forborne to do an act in relation to the obtaining or execution of the Contract or any other contract with the Buyer.
- 29.2 Any breach of this Clause by the Seller or by anyone employed by the Seller or acting on behalf of the Seller (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or by anyone employed by the Seller or acting on the Seller's behalf under the prevention of Corruption Acts 1889 to 1916 in relation to this Contract or any other contract with the Buyer, shall entitle the Buyer to terminate the Contract and recover from the Seller the amount of any loss resulting from such termination and/or to recover from the Seller the amount of value of any such gift, consideration or commission.
- 29.3 Where the Contract has been terminated under Clause 29.2 above, the powers given by Clause 12 (Delays by the Seller) and Clause 15 (Cancellation) shall apply as if there has been a failure to complete the Contract.

30 SEVERABILITY

- 30.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event that a provision that is fundamental to the purpose, fulfilment and/or performance of the Contract is held invalid, the Buyer and the Seller shall immediately commence good faith negotiations to remedy such invalidity.

31 EQUAL OPPORTUNITIES

- 31.1 In accordance with its responsibilities under the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000, the Race Relations 1976 (Amendment) Regulations 2003 and any other relevant statutory amendments) to eliminate unlawful racial discrimination, promote equal opportunities and promote good relations between people of different racial groups, the Buyer requires the Seller and the Seller's sub-contractors to comply with the terms and conditions set out in this Clause 31.
- 31.2 All Personnel employed by the Seller for the purpose of performing the Contract must be fully trained, suitably qualified and experienced, and shall fulfil their duties in a professional, ethical manner, consistent with the Buyer's commitment to equal opportunities and race equality and the highest standards of behaviour.
- 31.3 The Seller will comply with legislation for the prevention of discrimination on the grounds of disability, race, sex, sexual orientation, age, religion and belief and the promotion of race equality. The Seller is required where appropriate to provide information to the Buyer on its compliance with legislation and its practices and procedures to prevent unlawful discrimination and to promote race equality and equal opportunities.
- 31.4 The Seller shall not discriminate directly or indirectly against any person on grounds of colour, race, nationality or ethnic or national origins contrary to Part II of the Race Relations Act 1976 (Discrimination in the Field of Employment) and/or contrary to Part III of the Act (Discrimination in Other Fields) either in employment or in service and/or contravene Part IV of the Act (Other Acts).
- 31.5 The Seller shall comply with the provisions of Section 7 of the Race Relations Act 1976 in all dealings with its agents, associates or sub-contractors.
- 31.6 The Seller shall in performing the Contract comply with the provisions of Section 71 (1) of the Race Relations Act 1976 as amended by the Race Relations Amendment Act 2000 and the Race Regulations Act 1976 (Amendment) Regulations 2003 as if the Seller were a body within the meaning of Schedule 1A to the Act.
- 31.7 Where in connection with this Contract, the Seller, its agents or sub-contractors, or the Seller's staff are required to carry out work on the Buyer's site or alongside the Buyer's employees or students on any other premises, the Seller shall comply with the Buyer's policies and codes of practice relating to racial discrimination and equal opportunities.
- 31.8 The Seller shall monitor its own employees by reference to their racial origins and ethnicity and provide such anonymous information on request to the Buyer.
- 31.9 The Seller shall provide such information as the Buyer requires about its policies and practices

concerning the prevention of unlawful discrimination and the promotion of equal opportunities and race equality both in terms of employment and customer service. The Seller shall have regard to the promotion of race equality and shall consider the promotion of race equality and good race relations as key objectives of the Contract.

- 31.10 The Buyer and Seller shall continue to monitor the performance and objectives of the contract throughout its duration and to make any amendments or changes necessary to the Contract, or its performance or objectives in order further to promote race equality.
- 31.11 The Seller shall notify the Buyer immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it under the Race Relations Act 1976, Race Relations Amendment Act 2000 and Race Relations Act 1976 (Amendment) Regulations 2003 as amended.
- 31.12 Where any investigation is undertaken by a person or body empowered to conduct such an investigation and/or proceedings are instituted following such an investigation against the Seller or against the Buyer either in connection with the Contract or any Contract awarded to the Seller or generally, the Seller shall, without charge:-
 - 31.12.1 provide any information requested in the timescale allotted;
 - 31.12.2 attend and permit its employees to attend any meetings as required;
 - 31.12.3 allow access to and investigation of documents or data deemed relevant;
 - 31.12.4 allow itself and any of its employees to appear as witnesses in any proceedings; and
 - 31.12.5 co-operate fully with the person or body conducting the investigation.
- 31.13 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Seller, its staff, employees, agents or sub-contractors and where there is a finding against the Seller in any such investigation or proceedings, the Seller shall indemnify the Buyer with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the Buyer during or in connection with any such investigation or proceedings and further indemnify the Buyer for any compensation, damages, costs or other award the Buyer may be ordered or required to pay to a third party.
- 31.14 If a finding of unlawful discrimination or breach of equal opportunities legislation is made against the Seller or against the Buyer arising from the conduct of the Seller, the Buyer will require the Seller to take immediate remedial steps to prevent further recurrences.
- 31.15 If the Seller enters into any sub-contract as authorised in this Contract in connection with this Contract, it shall impose obligations on its sub-contractors terms which are identical to those imposed on it in this Clause. The Buyer expects that the Seller will not sub-contract to any business, service or group which has a poor history of discrimination in employment or service delivery. A breach of this Clause will be considered as a fundamental breach of the contract between the Buyer and the Seller.
- 31.16 Without prejudice to its remedies set out above, the Buyer may terminate the Contract forthwith and without liability of any kind accruing against the Buyer if notice has been given to the Seller of a substantial or persistent breach of this Clause 31 providing that a reasonable period has been given during which the breach may have been rectified and the Seller has failed to remedy the breach within the stated period.

32 DATA PROTECTION

- 32.1 The Seller shall comply with all applicable data protection and privacy legislation including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 (SI 2011/1208) (all as amended, updated or re-enacted from time to time), (together the "Data Protection Legislation"), and acknowledges and agrees that it shall be acting as a data processor for the Buyer as defined by the Data Protection Legislation in respect of the Personal Data Processed by the Seller on behalf of the Buyer under the Contract. The Seller shall enter into a Data Processor Agreement with the Buyer and agree appropriate measures with the Buyer's Data Protection Officer, in accordance with the Buyer's information security policies and procedures, to ensure that personal data will be processed in accordance with the Data Protection Legislation prior to any data being transferred to or processed by the Seller.
- 32.2 The Seller shall ensure that appropriate technical and organisational measures are established against the unauthorised or unlawful Processing of Personal Data and against loss or destruction of, or damage to, Personal Data Processed by the Seller on behalf of the Buyer. Such measures shall (taking into account the state of technological development and the cost of implementing such measures) be appropriate to the nature of the Personal Data Processed by the Seller.
- 32.3 The Seller shall only Process Personal Data on behalf of the Buyer in accordance with the Contract, in accordance with the Data Protection Legislation and in accordance with any instructions issued

by the Buyer from time to time and for no other purpose whatsoever, save as required by law.

- 32.4 The Seller shall keep the Personal Data Processed by the Seller under the Contract safe and confidential and will ensure that only such of its employees who may be required by the Seller to assist it in meeting its obligations under the Contract shall have access to the Personal Data.
- 32.5 The Seller shall adopt and maintain a written security policy in relation to Personal Data Processed by it on behalf of the Buyer and shall procure that all its employees are aware of and abide by all of the provisions of such policy and the provisions of the Contract, in particular this Clause 32, and shall make such policy available for inspection on request by the Buyer.
- 32.6 Where data is taken away from the Buyer for Processing by the Seller, the Seller shall, at the times agreed between the parties and set out in the Contract, and/or on reasonable notice and/or at any time:
 - 32.6.1 permit the Buyer's representatives to gain access to the Seller's premises to enable the Buyer to ascertain whether the Seller is complying with Clauses 32.1 to 32.5 inclusive of the Contract;
 - 32.6.2 permit the Buyer's representatives to have access to the Personal Data processed by the Seller on behalf of the Buyer, including but not limited to where this is necessary in order to enable the Buyer to respond to a subject access request made under the Data Protection Legislation
- 32.7 The Seller will indemnify the Buyer in full against all losses, claims, costs, expenses or other liabilities awarded against, or incurred by, the Buyer as a result of, or in connection with, any breach of this Clause 32 by the Seller, its employees, workers or agents.
- 32.8 On termination or discharge of the Contract the Seller shall return to the Buyer all Personal Data provided to it by the Buyer and/or otherwise acquired by the Seller for the purposes of the provision of the Services under, and/or the performance of the Contract by the Seller.

33 SYSTEMS SECURITY

- 33.1 When the services provided by the Seller require the Seller to use any of the Buyer's information systems then the Seller shall ensure that all such use complies with Buyer's regulations and policies.

34 RIGHTS OF THIRD PARTIES

- 34.1 For the purposes of clarification, nothing in the Contract shall confer on any sub-contractor or other third party any benefit or the right to enforce any provision of the Contract.

35 LAW

- 35.1 The construction validity and performance of the Contract shall be governed by the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

36 NON-SOLICITATION

- 36.1 In order to protect the legitimate business interests of each of the parties, each party covenants with the other party that it shall not (except with the prior written consent of other party):
 - 36.1.1 attempt to, or actually, solicit or entice away from employment or service of the other party; or
 - 36.1.2 employ or engage or otherwise facilitate the employment or engagement of, any Restricted Person.
- 36.2 Each party shall be bound by the covenant set out in Clause 36.1 during the term of the Contract and for a period of 16 months after termination or expiry of the Contract.
- 36.3 For the purposes of this Clause 36, a Restricted Person shall mean, in respect of one party, any person employed or engaged by the other party during the term of this Contract and/or who has been engaged in the provision of services either as principal, agent, employee, independent contractor or in any other form of employment or engagement by the other party for the benefit of such party, whether during or prior to the term of the Contract.

37 NOTICES

- 37.1 Notices given under the Contract shall be in writing, in the English language and sent:
 - 37.1.1 by first class post to the Seller's or the Buyer's address shown on the Purchase Order or such other address as that party has notified to the other party for the purposes of notices under the Contract; or

37.1.2 by email to the email address of the Seller or the Buyer shown on the Purchase Order or or such other email address as that party has notified to the other party for the purposes of notices under the Contract.

37.2 Notices given under the Contract are deemed to be given by the sender and received by the addressee:

37.2.1 if sent by first class post, three (3) business days from and including the date of postage; and

37.2.2 if sent by email, on the same business day as received according to the recipient's email system if received within normal business hours or, if received outside normal business hours, on the next business day.

Annex 2

Scope of Work

Training Scope

Assumptions

Delivery Approach & Plan

Reporting

Service Level Agreement with Defect Severity Levels

NA

Project Deliverable

Project Resource Team

Pricing