

Interactive Software Limited

Framework Services Agreement

This Agreement is dated [DATE]

Parties

- (1) **Interactive Software Limited** incorporated and registered in England and Wales with company number 02769701 whose registered office is at Ground Floor TS1, Pinewood Business Park, Coleshill Road, Solihull, West Midlands, B37 7HG (**ISL**)
- (2) [**CUSTOMER ENTITY**], incorporated in [COUNTRY] under number [NUMBER], and having its registered office at [REGISTERED OFFICE ADDRESS] (**Customer**).

BACKGROUND

- (A) ISL is in the business of providing software licensing, hosting, consulting and associated services.
- (B) The Customer wishes to obtain and ISL wishes to provide such services on the terms set out in this Agreement.

Agreed terms

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement:

Agreement: referring to this Framework Services Agreement

Applicable Data Protection Laws: means:

- a) To the extent the UK Data Protection Act 2018 applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which ISL is subject, which relates to the protection of personal data.

For the purposes of this definition, **EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Applicable Laws: all laws, statutes, regulation from time to time in force which are applicable to the relevant party.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.30 am to 4.30 pm on any Business Day.

Change Order: has a document completed by the parties based on the template set out in Schedule 6.

Controller, processor, data subject, personal data, personal data breach, processing and processing: as defined in UK GDPR.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to ISL in connection with the Services, including the items provided pursuant to clause 5.1(d).

Deliverables: any output of the Services to be provided by ISL to the Customer as specified in a Statement of Work.

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

Initial Term: means a period of [three] years commencing on the date of this Agreement set out above.

Intellectual Property Rights (or IPRs): patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

ISL's Equipment: any equipment, including tools, systems, cabling or facilities, provided by ISL to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate Agreement between the parties under which title passes to the Customer.

ISL Software: one or more software products created and developed by ISL specified in the applicable Statement of Work, which may be licensed to the Customer in object code form pursuant to clause 9.1 and Schedule 3 including any developments, modifications or enhancements made thereto whether in connection with this Agreement or otherwise.

Pre-existing IPR: means Intellectual Property Rights that are existing prior to the date of this Agreement or are created other than in connection with this Agreement or a Statement of Work and any modification, development or enhancement of such IPRs made thereafter.

Reference Charges: the standard charges for the provision of ISL's services or the framework for calculating them as set out in 0.

Services: the services described in a Statement of Work to be provided by ISL in accordance with this Agreement including, where applicable, the provision of the Deliverables.

SoW Charges: the sums payable for the Services or Deliverables as set out in a Statement of Work including the Annual Licence and Support Fee referred to in Schedule 3.

Statement of Work (or SoW): a document, agreed in accordance with clause 3, describing the Services or Deliverables to be provided by ISL, and related matters using the template statement of work set out in Schedule 1 or such other document agreed between the parties.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 If there is an inconsistency between any of the provisions of this Agreement and the provisions of a Statement of Work, the provisions of the Statement of Work shall prevail.

- 1.3 Subject to clause 3.2, if there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.
- 1.4 A reference to this Agreement or to any other Agreement or document is a reference to this Agreement or such other Agreement or document, in each case as varied or novated from time to time.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.6 The Schedule(s) form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule(s).

2. Commencement and duration

- 2.1 This Agreement shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with clause 14 (Termination), for the Initial Term and thereafter shall renew for additional 12 month renewal periods (each a "Renewal Period") unless: (i) the Customer provides at least three months' prior written notice of its intention not to renew; or (ii) ISL provides at least six months' prior written notice of its intention not to renew; which in each case shall take effect at the end of the Initial Term or the current Renewal Period.
- 2.2 If there are any uncompleted Statements of Work as at the date notice to terminate is served under clause 2.1 then subject to clause 2.3, this Agreement will be deemed to continue until the completion of all such Statements of Work.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.

3. Statements of Work

- 3.1 The Customer may procure services from ISL by agreeing a Statement of Work with ISL pursuant to clause 3 (Statements of Work).
- 3.2 The following optional sections of this Agreement may be selected by the parties by specifying their application in the applicable Statement of Work. Where any of the following sections are selected, they shall apply in addition to the provisions in the main body of this Agreement. Where the any of the following sections are not selected, they shall not apply to the applicable Services. In the event of a conflict between any selected sections and the main body of this Agreement, the selected sections shall prevail:

- (a) where the Services include the licensing of ISL Software then the terms of Schedule 3 (Software Licence) shall apply;
- (b) where the Services include support services then the terms of Schedule 4 (Support Services) shall apply;
- (c) where the Services include hosting services then the terms of Schedule 5 (Hosting Services) shall apply; and
- (d) for any other services, the provisions in this main body of the Agreement shall apply together with any specific terms set out in the applicable Statement of Work.

3.3 Each Statement of Work shall be agreed in the following manner:

- (a) the Customer shall ask ISL to provide services and provide ISL with as much information as ISL reasonably requests in order to prepare a draft Statement of Work for the services requested;
- (b) following receipt of the information requested from the Customer ISL shall, as soon as reasonably practicable either:
 - (i) inform the Customer that it declines to provide the requested services; or
 - (ii) provide the Customer with a requirements specification and budgetary proposal to be included in a draft Statement of Work.
- (c) if ISL provides the Customer with a draft Statement of Work pursuant to clause 3.3(b)(ii), ISL and the Customer shall discuss and agree that draft Statement of Work; and
- (d) both parties shall sign the draft Statement of Work when it is agreed.

3.4 ISL reserves the right to make a reasonable charge for the effort involved in producing and agreeing a draft Statement of Work pursuant to clause 3.3 and in which case ISL will notify the Customer of such charges in advance of producing the draft Statement of Work.

3.5 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.

3.6 Once a Statement of Work has been agreed and signed in accordance with clause 3.3(d), no amendment shall be made to it except in accordance with clause 7 (Change control) or clause 18 (Variation).

3.7 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

- 3.8 ISL shall provide the relevant Services from the service commencement date set out in the relevant Statement of Work or as agreed between the ISL and Customer project managers.

4. ISL's responsibilities

- 4.1 ISL shall provide the Services, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.
- 4.2 ISL shall use reasonable endeavours to meet any timeframes specified in a Statement of Work but any such dates shall be estimates only and time for performance by ISL shall not be of the essence of this Agreement.
- 4.3 ISL shall appoint a manager in respect of the Services to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to act on behalf of ISL on all matters relating to the relevant Services (including by signing Change Orders). ISL may replace that person from time to time where reasonably necessary in the interests of ISL's business.
- 4.4 ISL shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under clause 5.1(e), provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.
- 4.5 The Services and/or any Deliverables may be subject to Customer approval or acceptance testing if set out in the applicable Statement of Work. Notwithstanding anything in a Statement of Work, Services and/or Deliverables will be deemed to be accepted if:
- (a) the Customer fails to notify ISL of any issue with the relevant Services or Deliverables within the relevant time period set out in the applicable project plan (or if no such period is set out, within 10 working days of delivery to the Customer); or
 - (b) the Customer uses the Services or the Deliverables for purposes other than approval or testing purposes.
- 4.6 In the event that the Customer notifies ISL of a breach in connection with this Agreement or a Statement of Work, the Customer shall allow ISL to use the following remediation process:
- (a) ISL shall be given a reasonable opportunity (no less than 30 working days from the date of such notice) to remedy such breach and, where applicable, submit the corrected Deliverable to a test environment;

- (b) the Customer will test the corrected Deliverable promptly, and in any event within 15 working days of ISL notifying the Customer that the corrected Service or Deliverable is available for correction testing;
- (c) in the event that the Service or Deliverable is corrected so that it is compliant with the relevant requirements of the contract then the Customer will notify ISL and the breach shall be deemed to have been remedied;
- (d) in the event that the Customer considers (acting reasonably) that the Service or Deliverable has not been corrected so that it is compliant with the relevant requirements of the contract then the Customer will notify ISL. ISL will carry out further remediation work promptly and resubmit the Service or Deliverable for further correction testing and the provisions of clause 5.2(b) and (c) shall apply to such resubmitted Service or Deliverable;
- (e) in the event that upon re-testing in accordance with 5.2(d) the Customer considers (acting reasonably) that the Service or Deliverable has not been corrected so that it is compliant with the relevant requirements of the contract then the Customer may:
 - (i) ask ISL to carry out further correction and resubmit the Service or Deliverable for further correction testing and the provisions of clause 5.2(b) and (c) shall apply to such resubmitted Service or Deliverable; or
 - (ii) submit the matter for dispute resolution in accordance with clause 27.

4.7 In the event that a subsequent breach is discovered by the Customer that has already been corrected pursuant to clause 4.6 then the timeframes set out in clause 4.6 shall be re-applied as if the breach had occurred for the first time.

5. Customer's obligations

5.1 The Customer shall:

- (a) co-operate with ISL in all matters relating to the Services;
- (b) appoint a manager in respect of the Services to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to act on behalf of the Customer on all matters relating to the relevant Services (including by signing Change Orders);
- (c) provide, for ISL, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by ISL including any such access as is specified in a Statement of Work;
- (d) provide to ISL in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a

Statement of Work or otherwise reasonably required by ISL in connection with the Services and ensure that they are accurate and complete;

- (e) inform ISL of all health and safety and security requirements that apply at the Customer's premises. If the Customer wishes to make a change to those requirements which will materially affect provision of the Services, it will do so via the change control procedure set out in clause 7 (Change control);
- (f) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant standards or requirements;
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable ISL to provide the Services (other than in respect of ISL Software and ISL Equipment), including, if applicable to the Services, in relation to the use of all Customer Materials and the use of the Customer's Equipment, in all cases before the date on which the Services are to start;
- (h) notify ISL promptly (providing reasonable detail to allow ISL to investigate the matters notified) in the event that it considers ISL to be in breach of the terms of this Agreement or a Statement of Work (and in any event within 14 days of becoming aware of such breach); and
- (i) comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.

5.2 If ISL's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have:

- (a) ISL shall be allowed an extension of time to perform its obligations as is reasonable taking into account the availability of ISL resources at the time of the required extension;
- (b) ISL shall not be liable to the extent that any breach of this Agreement is caused by such act or omission; and
- (c) ISL may issue a change control note in accordance with clause 7 to deal with the impact of such act or omission and the Customer will not unreasonably withhold its Agreement to any such change.

6. Non-solicitation and employment

6.1 Neither party shall, without the prior written consent of the other party, at any time from the date on which any Services commence to the expiry of six months after the termination or expiry of this Agreement, solicit or entice away from the other party or

employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the provision or receipt of such Services.

6.2 The Customer acknowledges that the Reference Charges and SoW Charges are calculated on the assumption that there will be no transfer of employment of any Customer employees or Customer contractor employees on the commencement of this Agreement or any Statement of Work (**the Employees**). The Customer shall indemnify ISL in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by ISL including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- (a) the termination by the Customer or ISL of the employment of any of the Employees;
- (b) anything done or omitted to be done in respect of any of the Employees which is deemed to have been done by ISL by virtue of employment regulations; and
- (c) any claim made at any time by any employee of the Customer who claim to have become an employee of or have rights against ISL by virtue of employment regulations;

provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of ISL.

7. Change control

7.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties.

7.2 If ISL wishes to make a change to the Services it shall provide a draft Change Order to the Customer.

7.3 If the Customer wishes to make a change to the Services:

- (a) it shall notify ISL and provide as much detail as ISL reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) ISL shall, as soon as reasonably practicable after receiving the information at clause 7.3(a), provide a draft Change Order to the Customer.

7.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or

- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 27 (Dispute resolution procedure).

8. Charges and payment

- 8.1 In consideration of the provision of the Services by ISL, the Customer shall pay the SoW Charges.
- 8.2 Where the SoW Charges are calculated on a time and materials basis:
 - (a) ISL's daily fee rates for each individual person as set out in 0 are calculated on the basis of a 6 hour day, worked during Business Hours; and
 - (b) ISL shall be entitled to charge an overtime rate of 200% of the daily fee rate set out in 0 on a pro rata basis for any time worked by individuals whom it engages on the Services where the Customer requests these are carried out outside of Business Hours.
- 8.3 Where the SoW Charges are calculated on a fixed price or a monthly price basis, the amount of those charges shall be as set out in a Statement of Work.
- 8.4 Unless stated otherwise in the applicable Statement of Work, the SoW Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:
 - (a) the cost of hotel, subsistence, travelling (at ISL's standard mileage recharge rates where applicable) and any other ancillary expenses reasonably incurred by the individuals whom ISL engages in connection with the Services; and
 - (b) the cost to ISL of any materials or services procured by ISL from third parties for the provision of the Services as such items and their cost are set out in the Statement of Work or approved by the Customer in advance from time to time.
- 8.5 ISL may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this Agreement.
- 8.6 Any increase in the Reference Charges shall affect:
 - (a) the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and
 - (b) the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.

- 8.7 ISL shall invoice the Customer for the SoW Charges at the intervals specified in the Statement of Work. If no intervals are so specified, ISL shall invoice the Customer at the end of each month for Services performed during that month.
- 8.8 The Customer shall pay each invoice submitted to it by ISL within 30 days of receipt to a bank account nominated in writing by ISL from time to time.
- 8.9 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ISL any sum due under this Agreement on the due date:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time; and
 - (b) ISL may suspend part or all of the Services and/or any licences issued under any Statement of Work, until payment has been made in full.
- 8.10 All sums payable to ISL under this Agreement:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

- 9.1 In relation to the Services and Deliverables:
- (a) ISL and its licensors shall retain ownership of the ISL Software and all IPRs in the Services and the Deliverables, excluding the Customer Materials;
 - (b) ISL grants the Customer, a fully paid-up, worldwide, non-exclusive, royalty-free licence to use: (i) the IPR in the Services for the purpose of receiving and using the Services in its business for the duration that the applicable SoW; and (ii) the IPR in the Deliverables (other than ISL Software licensed pursuant to Schedule 3) to the extent that such IPR is embedded in a Deliverable, such licence shall continue following the termination or expiry of the applicable SoW.
- 9.2 The Customer:
- (a) and its licensors shall retain ownership of all IPRs in the Customer Materials;
 - (b) grants to ISL a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Services to the Customer; and

- (c) grants to ISL a fully paid-up, non-exclusive, royalty-free, perpetual, irrevocable, transferable licence to use the IPR's assigned to the Customer pursuant to clause 9.1 (b) for the business purposes of ISL together with the right to grant sub-licences in respect of such IPR

9.3 The Deliverables, including the ISL Software incorporates third party software and such software is licensed to the Customer on an 'as is' basis. ISL does not provide any warranties or representations in respect of such third party software, except for those warranties and representations provided by the licensor of such software (and which ISL can pass through).

9.4 ISL:

- (a) warrants that the receipt, use of the Services and the Deliverables by the Customer shall not infringe the Intellectual Property Rights, of any third party;
- (b) shall indemnify the customer against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third parties Intellectual Property Rights arising out of, or in connection with, the receipt and use of the Services and Deliverables in accordance with this Agreement or the applicable Statement of Work.
- (c) shall not be in breach of the warranty at clause 9.4(a), and the Customer shall have no claim under the indemnity at clause 9.4(b) to the extent the infringement arises from:
 - (i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Services or any Deliverable;
 - (ii) any modification of the Services or any Deliverable, other than by or on behalf of ISL; or
 - (iii) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions.

9.5 The Customer:

- (a) warrants that the receipt and use in the performance of this Agreement by ISL, its agents, subcontractors or consultants of the Customer Materials shall not infringe the Intellectual Property Rights, of any third party; and
- (b) shall indemnify ISL against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by ISL arising out of or in connection with any claim brought against ISL, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the

Customer Materials in accordance with this Agreement or the applicable Statement of Work.

9.6 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this clause 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 9.4(b) or clause 9.5(b) (as applicable) (**IPRs Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Compliance with laws

10.1 In performing its obligations under this Agreement, each party shall comply with Applicable Laws.

10.2 Changes to the Services required as a result of changes to the Applicable Laws shall be agreed via the change control procedure set out in clause 7 (Change control).

11. Data protection

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.2 The parties acknowledge that where ISL is processing Customer personal data under a Statement of Work then, unless otherwise agreed in the applicable SoW, for the purposes of the Applicable Data Protection Laws, the Customer is the controller and ISL is the processor. The scope, nature and purpose of processing by ISL will be set out in the applicable Statement of Work as well as the duration of the processing and the types of Customer personal data and categories of data subject.

- 11.3 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to ISL for the duration and purposes of this Agreement.
- 11.4 Without prejudice to the generality of clause 11.1, ISL shall, in relation to any Customer personal data processed in connection with the performance by ISL of its obligations under this Agreement:
- (a) process that Customer personal data only on the documented written instructions of the Customer unless ISL is required by Applicable Laws to otherwise process that personal data. Where ISL is relying on Applicable Laws as the basis for processing Customer personal data, ISL shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit ISL from so notifying the Customer;
 - (b) implement appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Customer personal data and against accidental loss or destruction of, or damage to, Customer personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that all personnel who have access to and/or process Customer personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the ISL), at the Customer's cost and written request, in responding to any request from a data subject and in ensuring Customer's compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify the Customer without undue delay on becoming aware of a personal data breach involving Customer personal data;
 - (f) at the written direction of the Customer, delete or return Customer personal data and copies to the Customer on termination or expiry of the Agreement unless required by Applicable Law to store the Customer personal data; and
 - (g) maintain records to demonstrate its compliance with this clause 11 and allow for reasonable audits by the Customer or the Customer's designated auditor of such records, on reasonable notice and no more than once per annum (unless such audit is specifically requested by a regulator with competent jurisdiction).
- 11.5 The Customer provides its prior, general authorisation for to:

- (a) appoint processors to process the Customer personal data, provided that ISL:
 - (i) all ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on ISL in this clause 11;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of ISL; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to ISL's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Laws.
- (b) transfer Customer personal data outside of the UK as required for the purpose of providing services to the Customer, provided that ISL shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of ISL, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Information Commissioner from time to time (where the UK GDPR applies to the transfer).

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2(a).
- 12.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13. Limitation of liability

- 13.1 **Scope of this clause.** References to liability in this clause 13 (Limitation of liability) include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, indemnity, breach of statutory duty or otherwise.
- 13.2 **No limitation of the Customer's payment obligations.** Nothing in this clause 13 shall limit the Customer's payment obligations under this Agreement.
- 13.3 **Liabilities which cannot legally be limited.** Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.4 **Limitation of liability.** Subject to clause 13.3 (liabilities which cannot legally be limited), and clause 13.5 (excluded loss) each party's liability under or in connection with this Agreement and all Statements of Work in each year where a liability arose shall be limited to the total charges paid by the Customer and received by ISL under this Agreement in such year. Liability arising after expiry or termination of this Agreement will be deemed to have occurred in the final twelve months of this Agreement for the purposes of calculating liability limitation under this clause.
- 13.5 **Specific heads of excluded loss.** Subject to clause 13.2 (No limitation on the Customer's payment obligations), and clause 13.3 (Liabilities which cannot legally be limited), this clause 13.5 specifies the types of losses that are excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill;
 - (g) loss caused by the Customer's failure to comply with clause 5.1(h);
 - (h) special damage even if ISL was aware of the circumstances in which such special damage could arise;

- (i) indirect or consequential loss.

14. Termination

- 14.1 Either party may terminate this Agreement on twelve months' written notice to the other party.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate a Statement of Work with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement relating to that Statement of Work and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so. Prior to the Customer issuing any termination notice under this clause 14.2:
 - (a) the Customer shall comply with its obligations under clause 5.1(h); and
 - (b) the matter shall have been escalated to the escalation level in 27.1(b) and remain unresolved.
- 14.3 Without affecting any other right or remedy available to it, ISL may terminate this Agreement or a Statement of Work with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 14.4 Without affecting any other right or remedy available to it, either party may terminate this Agreement and all Statements of Work then in effect, with immediate effect by giving written notice to the other party if the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.4.
- 14.5 For the purposes of clause 14.2, **material breach** means an actual breach of the terms of this Agreement that would have a serious effect on the benefit which the terminating party would otherwise derive from:
 - (a) a substantial portion of this Agreement; or
 - (b) any of the obligations set out in clauses 9, 10, 11 or 12,

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

15. Obligations on termination and survival

15.1 Obligations on termination or expiry

On termination or expiry of this Agreement or a Statement of Work:

- (a) (unless the Statement of Work was terminated by the Customer pursuant to clause 14.2) the Customer shall immediately pay to ISL (i) all of ISL's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, and (ii) a payment equal to the remainder of annual charges for any annual support and licence charges not yet invoiced for the year in which termination arose; and ISL may submit an invoice for such sums, which shall be payable immediately on receipt;
- (b) all licences issued pursuant to a Statement of Work shall automatically cease and the Customer shall, return all of ISL's Equipment if applicable. Until ISL's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and
- (c) ISL shall on request return any of the Customer Materials not used up in the provision of the Services.

15.2 Survival

- (a) Termination of this Agreement pursuant to clause 14.1 shall not affect the continuance of any Statement of Work which shall continue unless and until terminated and shall be deemed to be subject to the terms of this Agreement.
- (b) Expiry or termination of a Statement of Work pursuant to clause 14.2 shall not affect the continuance of this Agreement or any other Statement of Work. Subject to clauses 14.3 and 14.4, termination or expiry of this Agreement, shall not terminate any existing Statements at Work which shall continue unless and until terminated and shall be deemed to be subject to the terms of this Agreement.
- (c) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- (d) 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.

16. Force majeure

16.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.2 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 90 days, either party may terminate this Agreement by giving 30 days' written notice to the other party.

17. Assignment and sub-contracting

17.1 Subject to clause 17.2, neither party shall assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld).

17.2 ISL may at any time assign, transfer, delegate or sub-contract any or all of its rights and obligations under this Agreement.

18. Variation

Subject to clause 7 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Waiver

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by

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

20. Rights and remedies

The rights and remedies provided under this are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire Agreement

22.1 This Agreement and an applicable Statement of Work contains the entire Agreement between the parties with respect to the subject matter of this Agreement and the applicable Statement of Work (the “**Subject Matter**”) and supersedes and replaces all other written and oral communications between the parties relating to the Subject Matter. Except for the express provisions in this Agreement and an applicable Statement of Work (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. The Parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement or an applicable Statement of Work, whether as an inducement to enter into this Agreement or the applicable Statement of Work or otherwise. Notwithstanding any provision to the contrary, nothing in this Agreement or any Statement of Work limits or excludes either Party’s liability for fraudulent misrepresentations.

23. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of

any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. Notices

25.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the following email addresses:

- (a) for ISL: legal@interactivesoftware.co.uk;
- (b) for the Customer: [insert];

or such other email address as a party may notify the other party from time to time.

25.2 Any notice shall be deemed to have been received at the time of email transmission (unless the party serving notice has received an error message indicating such email will not have been received by the other party) or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 25.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

26. Counterparts

26.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

27. Dispute resolution procedure

27.1 If a dispute arises out of or in connection with this or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the project manager of the Customer and project manager of ISL shall attempt in good faith to resolve the Dispute;

- (b) if the project manager of the Customer and project manager of ISL are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a director of the Customer and a director of ISL who shall attempt in good faith to resolve it; and
- (c) if the directors of the Customer and ISL are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

27.2 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, either party may commence proceedings to resolve the Dispute by the courts of England and Wales in accordance with clause 28. Neither party shall commence proceedings prior to the expiry of such 60 day period in this clause 27.2 except as required to protect that party's Intellectual Property Rights and/or Confidential Information.

28. Governing law and Jurisdiction

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

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

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of
Interactive Software Limited

.....
Director

Signed by for and on behalf
of **[CUSTOMER ENTITY]**

.....
Director

Schedule 1 Template Statement of Work

This statement of work or SoW is entered into between **Interactive Software Limited (ISL)** and **[ENTITY NAME] (Customer)** who are parties to the Framework Agreement dated **[DATE]**.

Customer and ISL Contacts, and start data and term:	
Customer Commercial contact	[NAME] [EMAIL ADDRESS]
ISL Commercial contact	[NAME] [EMAIL ADDRESS]
Customer Manager	[NAME] [EMAIL ADDRESS]
ISL Manager	[NAME] [EMAIL ADDRESS]
Title	[SoW [001] – [TITLE]]
Date of SoW	[DATE]

Services, Deliverables and Timetable	
The scope of this SoW is defined in	(enter name of Requirements Specification, Budgetary Proposal, Release Specification or other)

SoW charges	
The costs for this SoW are defined in	(enter name of Requirements Specification, Budgetary Proposal, Release Specification or other)

Customer Materials and Responsibilities	
Enter details of any information to be provided by client if this can be defined at this stage.	
1	
2	
3	
4	
5	

6	
7	
8	

Personal Data		
Processing by ISL		
1	Scope	
2	Nature	
3	Purpose of Processing	
4	Duration of the Processing	
5	Types of personal data	
6	Categories of data subject	
7	Third Party Processors	

.....

Signed by [NAME OF CUSTOMER REPRESENTATIVE] for and on behalf of the Customer.

.....

Signed by [NAME OF SUPPLIER REPRESENTATIVE] for and on behalf of ISL.

Schedule 2

Reference Charges and payment terms				
1	Charges based on	FP/T&M		
2	Payment Terms	30 days		
3	Service Day Rate Card	Year 1	Year 2	Year 3
		£	£	£
4	Out of Hours Work	200%		
5	Expenses	Subsistence, Accommodation, Transport		At Cost
		Mileage		45p per mile

Schedule 3 Software Licence

1. Interpretation

- 1.1 In addition to the definitions listed in clause 1.1 of the Agreement to which this Schedule is attached, for the purposes of this Schedule the following capitalised terms shall have the following meanings:

Annual Licence and Support Fee: the fee payable by the Customer to ISL under Clause 6 and set out in the Statement of Work.

Initial Licence Term: the period of twelve months from the Licence Commencement Date (or such other period described as such in the Statement of Work).

Licence Commencement Date: the date described as such in the Statement of Work.

Licence Term: Initial Licence Term and any Licence Renewal Periods taking effect in accordance with clause 2.1.

On Premise Software: where a copy of the Software is provided and installed on Customer infrastructure (including where the Software is hosted by a third party on behalf of the Customer).

Open-Source Software: open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>).

Software: the computer programs listed in the Statement of Work which are licensed to the Customer during the subsistence of this licence.

Specification: the specification of the Software referred to in the Statement of Work.

Third-Party Additional Terms: the additional terms and conditions referred to in the Statement of Work or as otherwise notified to the Customer in writing or via the Software relating to Third-Party Software.

Third-Party Software: the third-party software identified in the Statement of Work or as otherwise notified to the Customer in writing.

Warranty Period: the period set out in the Statement of Work, or if no such period is set out in the Statement of Work, a period of 30 days from the delivery of the Software to the Customer or its authorised hosting provider as applicable.

2. Duration

- 2.1 The licence referred to in this Schedule shall start on the Licence Commencement Date and continue for the Initial Licence Term and thereafter shall extend for further periods of twelve months ("Licence Renewal Period") unless: (i) the Customer provides at least three months' prior written notice of its intention not to renew; or (ii) ISL provides at least six months' prior written notice of its intention not to renew; which in each case shall take effect at the end of the Initial Licence Term or the current Licence Renewal Period.

3. Delivery, acceptance and installation

- 3.1 The parties will agree and set out in the Statement of Work the method of delivery and installation of the Software. This may include the Customer using the Software on its premises or hosted via a third party hosting provider. ISL may provide installation services at an additional charge as agreed with the Customer in writing.
- 3.2 Within seven days of receipt of the Software, the Customer shall carry out acceptance testing in a test environment.
- 3.3 If the Customer notifies ISL within seven days of receipt, that the Software does not materially meet the Specification, and ISL can replicate such issues with the Software, ISL shall make the necessary changes so disclosed and deliver the updated Software to the Customer as soon as reasonably practical whereupon the provisions of clause 3.2 and 2.3 shall apply to the updated Software.
- 3.4 The Customer shall be deemed to have accepted the Software if:
- (a) the Customer notifies ISL that the Software has materially met the Specification;
 - (b) the Customer fails to provide the notice to ISL that the Software has not materially met the Specification within either of the time limits set out in clause 3.3; or
 - (c) the Customer commences operational use of the Software.

4. Licence

- 4.1 In consideration of the Annual License Support Fee paid by the Customer to ISL, ISL grants to the Customer a non-exclusive licence to use the Software from the Licence Commencement Date for the Licence Term subject to the Customer's compliance with the terms of this licence.
- 4.2 In relation to scope of use:
- (a) for the purposes of clause 4.1, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer);
 - (b) for the purposes of clause 4.1, "use of the Software" means loading the Software into temporary memory or permanent storage on the relevant computer, provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed under this licence for use on each computer to which the Software is distributed;

- (c) where it is specified in the Statement of Work that the Customer may have the Software hosted by a third party the Customer shall be permitted to allow the specified third party to host the Software on its equipment solely for the purposes of providing services to the Customer.
- (d) the Customer may not use the Software to provide a bureau services or outsourced service to any third party;
- (e) the Customer may not use the Software for processing any third party data except solely to the extent it is necessary for its own business purpose for which ISL has granted it the licence in clause 4.1;
- (f) the Customer may not use the Software other than as specified in clause 4.1 and clause 4.2(a) without the prior written consent of ISL, and the Customer acknowledges that additional fees may be payable on any change of use approved by ISL;
- (g) in respect of On Premise Software, the Customer may make no more than 1 backup copy of the Software for its lawful use. The Customer shall record the number and location of such copy of the Software and take steps to prevent unauthorised copying;
- (h) except as expressly stated in this clause 4, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless ISL is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request ISL to carry out such action or to provide such information (and shall meet ISL's reasonable costs in providing that information) before undertaking any such reduction;
- (i) the Third-Party Software shall be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms; and
- (j) ISL may treat the Customer's breach of any Third-Party Additional Terms as a breach of this licence.

4.3 The Customer may not use any such information provided by ISL or obtained by the Customer during any such reduction permitted under clause 4.2(h) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

4.4 The Customer shall not:

- (a) sub-license, assign or novate the benefit or burden of this licence in whole or in part;
- (b) allow the Software to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under this Agreement,

without the prior written consent of ISL.

4.5 The Customer shall:

- (a) keep a complete and accurate record of the Customer's copying and disclosure of the Software and its users, and produce such record to ISL on request from time to time;
- (b) notify ISL as soon as it becomes aware of any unauthorized use of the Software by any person;
- (c) pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which ISL would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in this Agreement, from such date to the date of payment.

4.6 The Customer shall permit ISL to inspect and have access to any premises (and to the computer equipment located there) at or on which On Premise Software is being kept or used, including procuring access to third party hosting providers where applicable, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that ISL provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

5. License Fees

5.1 The Customer shall pay to ISL Annual Licence and Support Fees in accordance with the terms of the Statement of Work.

6. ISL's warranties

6.1 ISL warrants that the Software will conform in all material respects to the Specification during the Warranty Period. If, within the Warranty Period, the Customer notifies ISL in writing of any defect or fault in the Software in consequence of which it fails to conform

in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by ISL, or it has not been loaded onto ISL-specified or suitably configured equipment, ISL shall, at ISL's option, do one of the following:

- (a) repair the Software;
- (b) replace the Software; or
- (c) terminate this licence immediately by notice in writing to the Customer and refund any of the License Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist ISL in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable ISL to re-create the defect or fault.

6.2 ISL does not warrant that the use of the Software will be uninterrupted or error-free.

6.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

6.4 The Customer acknowledges that any Open-Source Software provided by ISL is provided on an "as is" basis without any warranty.

7. Hosting provider

7.1 Where the Customer is permitted to have the Software hosted by a third party hosting provider (other than ISL) it shall be responsible for ensure that its arrangements with such hosting provider are adequate for its purposes. ISL shall have no responsibility for any failure or non-availability of the Software due to any act or omission of such hosting provider.

Schedule 4 Support Services

1. Interpretation

- 1.1 In addition to the definitions listed in clause 1.1 of the Agreement to which this Schedule is attached, for the purposes of this Schedule the following capitalised terms shall have the following meanings:

Assign: the reporting by Customer or any of Customer's third party contractors of an Incident to ISL and Assigned shall be construed accordingly.

Fix: to restore the functionality and performance of the Supported Software to that set out in the specification, whether through the implementation of a Workaround or permanent solution.

Incident: any event that causes, or may cause, a failure of or an interruption to, or a reduction in, the functionality or performance of the Supported Software.

New Release: an updated release of the Supported Software, (identified by reference to variations in "n.1" version numbers e.g. v1. 1, v 1.2 etc.) and which is not a New Version of the Supported Software.

New Version: any new version of the Supported Software which contains such significant differences from the previous versions as to be considered a substantially different product to the previous version of the Supported Software, and is identified by reference to variations in "n" version numbers e.g. v1, v2 etc.).

Problem: the underlying root cause or reason for an Incident or number of related Incidents.

Priority Level: the level of priority assigned to a Service Request by Customer or Customer's third party contractor, defined in paragraph 6.3 of this Schedule.

Respond: in relation to an Incident, and having regard to the nature of the Incident, that a suitably qualified person contacts Customer or Customer's third party contractors by telephone or email to discuss and ascertain details of the Incident.

Service Levels: the service levels set out in paragraph 7 or as otherwise agreed between the parties in the applicable Statement of Work.

Service Request: a request by the Customer for support services in respect of the Supported Software.

Support Hours: the hours of support set out in the applicable Statement of Work, or if no support hours are stated: 9.00am to 5.00pm, Monday to Friday, excluding any UK public holidays.

Supported Software: the software listed in the Statement of Work that is subject to the support services set out in this Schedule.

Update: an update, modification, enhancement or a patch to the Supported Software made generally available to customers of ISL that does not constitute a New Release or New Version.

Workaround: a method of restoring the Supported Software to the functionality and performance set out in the Statement of Work without Resolving the underlying Problem.

2. Service Requests

- 2.1 The Customer will submit all requests for the provision of support under this Schedule in accordance with the contact details set out in the applicable Statement of Work.
- 2.2 Support is provided via the ISL Customer Portal only, unless ISL at its discretion, decides to provide telephone or email support. Where email and telephone contact details are provided in the Statement of Work or other notification from the Customer, the support services may be provided via email or telephone as appropriate.

3. Support and Helpdesk

- 3.1 ISL shall provide technical advice and assistance for the Supported Software during the Support Hours.
- 3.2 ISL shall on receipt of notification of an Incident by the Customer, and upon detection of an Incident by ISL, Respond to and Resolve such Incident in accordance with this Schedule.
- 3.3 Unless otherwise agreed between ISL and Customer, where a Workaround or Resolution is provided by ISL in response to an Incident and/or Problem, ISL shall:
 - (a) supply to Customer the corrected version of the Supported Software in machine readable form, and provide all reasonable support and information to permit Customer to use and/or integrate the corrected version of the Supported Software;
 - (b) as soon as reasonably possible, supply to Customer the appropriate amendments to the Supported Software specifying the nature of the correction and providing instructions for use of the corrected version of the Supported Software; and
 - (c) notify the Customer, and supply promptly, any fixes or patches which are available to correct Incidents and/or Problems together with details of any material effects which such fixes or patches may be expected to have.

4. New Releases

- 4.1 Unless otherwise agreed between ISL and the Customer, ISL shall promptly deliver to the Customer, any New Release. ISL shall provide the Customer or the Customer's third party contractor all reasonable support and information (including for example release notes) to permit the Customer to use the New Release.

5. Updates

- 5.1 Unless otherwise agreed between ISL and the Customer, ISL shall promptly deliver to the Customer each Update. ISL shall provide the Customer all reasonable support and information (including for example release notes) to permit the Customer to use the Update.

6. New Versions

- 6.1 The support services do not include the provision of New Versions, which shall be subject to separate arrangements and charges agreed between the parties.

7. Service Levels

- 7.1 ISL shall at the time of being notified of a Service Request under paragraph 2, allocate a priority according to the following definitions. In the event that the Customer disagrees with ISL's priority allocation, the parties will discuss and agree a re-allocation of priority, acting reasonably,

Classification	Definition	Response Time	Target Fix Time
Fatal	The Supported Software is inoperable causing immediate and major business impact.	Resolution will commence within 8 Support Hours.	72 Support Hours
Major	The Supported Software is severely restricted in its designed use, causing immediate and significant business impact.	Resolution will commence within 8 Support Hours.	120 Support Hours
Minor	The Supported Software is severely restricted in its	Resolution will be scheduled for the next release.	144 Support Hours

	designed use, causing a moderate business impact.		
Cosmetic	There are minor or cosmetic issues relating to the Supported Software.	To be evaluated and scored in terms of significance for future releases.	To be included in next available release or patch.

7.2 ISL shall Respond and aim to Fix the reported incident in accordance with the service levels set out in paragraph 7.1.

8. Security

8.1 Where the Supported Software is installed on Customer infrastructure or hosted by a third party on behalf of the Customer, ISL shall be permitted remote access to the Customer's information technology systems in order to provide the support services set out in this Schedule.

8.2 ISL shall comply with its IT security policy from time to time and which may be augmented by the Customer's IT security requirements where set out in the applicable Statement of Work.

9. Excluded Services

9.1 The support services do not include services in respect of:

- (a) defects or errors resulting from any modifications of the Supported Software made by any person other than ISL or without ISL's written consent;
- (b) defects or errors resulting from the importing of Customer data by or on behalf of the Customer;
- (c) any Update or Release of the Supported Software other than the latest version or release of the Supported Software provided by ISL to the Customer;
- (d) incorrect use of the Supported Software or operator error;
- (e) defects or errors caused by the use of the Supported Software on or with a system not approved by ISL;

- (f) defects or errors caused by hardware or software other than the Supported Software;
- (g) support of any software other than the Supported Software and
- (h) on-site support (unless specifically agreed in the Statement of Work).

9.2 In the event that the Customer requests services that are subject to the above exclusions, ISL may in its discretion agree to provide such services in return for an additional charge, which shall be agreed in advance with the Customer.

Schedule 5 Hosting Services

Hosting Platform	Microsoft Azure		
Dedicated Achiever instances	Production Non-Production (a) Staging (b) Training		
Dedicated URL Access	Production: e.g.acme.achiever.com Non-Production: e.g. acme-dev.achiever.com		
Location	Hosted in UK on Microsoft Azure Platform - UK South (primary) - UK West (backup)		
Database	100GB per Achiever instance		
Availability	99.5% System Uptime Availability outside of planned maintenance		
Managed Backups	Environment	Backup Frequency	Retention Period
	Production	Hourly	14 Days
		Daily	14 Days
		Weekly	4 Weeks
		Monthly	6 Month
	Non-Production	Daily	14 Days
		Weekly	4 Weeks
		Monthly	6 Month

Managed Updates	Security Operating system Database platform
Managed System Monitoring	24x7x365
End-to-End Encryption	Client → Website → Database* → Storage *where appropriate
Email Sending	Up to 40,000 Achiever generated emails/month
Hosting Terms	<u>Microsoft Azure Legal Information Microsoft Azure</u>
Hosting Data Processing	

Schedule 6 Change Order Template

Contract Change Request – Template (Part 1: Request for Change)

Change Control Details			
Change Request Number			
Requested By		Date of Formal Initiation of Change Request	
Change Description			
Reason for change			
Risks and Mitigation Strategy			
Cost & Resources for the Project			
Implementation Plan			
Stakeholders			

Contract Change Request – Template (Part 2 Impact Assessment)

CR No		Assessment for Change
Software (if any changes to existing Licensing)		
Services		

Dependencies
Impact
Specific Amendments if any required to the Agreement
Timelines
Charges

Contract Change Request – Template (Part 3 Approval for Change)

CR No		Part 3: Approval for Change
Approved/Rejected		
Further Comments		
Approval by Customer		Approval by Supplier
Signature		Signature
Date		Date