

Background

- (A) The Supplier will provide the Services (as defined below).
- (B) The Customer wishes to use the Supplier's Services in its business operations.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Services, subject to the terms and conditions of this Agreement.

Agreed terms

1.) Interpretation

1.1) The definitions and rules of interpretation in this Clause apply in this Agreement.

Acceptance Criteria: means the acceptance criteria as specified or referred to in a Statement of Work or as otherwise agreed by the Parties expressly in writing after the date of the Statement of Work against which the Acceptance Tests are to be carried out to determine whether the Deliverables meet the Specification, are satisfactory and as a result, ready to be invoiced.

Acceptance Tests: means the acceptance tests as specified or referred to in the Statement of Work to be undertaken to determine whether the Deliverables meet the Acceptance Criteria.

Affiliate: means in relation to any entity, (a) that entity; (b) any subsidiary undertaking or parent undertaking of such entity or a subsidiary undertaking of any such parent undertaking from time to time (as defined by section 1162 of the Companies Act 2006); or (c) any entity controlling, controlled by, or under common control with, the relevant entity or any of the aforementioned parent undertakings or subsidiary undertakings.

Agreement: the terms and conditions set out in this agreement.

Applicable Laws: means all applicable laws, statutes, regulations from time to time in force which relate to the business of the applicable Party.

Assumptions: has the meaning given in Clause 7.2.

Background Materials: means all Intellectual Property Rights, know-how, information, methodologies, techniques, tools, schemata, diagrams, ways of doing business, trade secrets, instructions manuals and procedures (including, but not limited, to software, documentation, and data of whatever nature and in whatever media) owned, developed or controlled by the Supplier which may have been created outside the scope, or independently of, the Services and/or the Agreement, and including all updates, modifications, derivatives or future developments thereof.

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

Change Request: means any request to alter the Services pursuant to this Agreement as set out in Clause 14.

Commencement Date: means the date of the relevant Statement of Work.

Commissioner: means the Information Commissioner (see section 114, DPA 2018).

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its “Representatives”) to the other Party and that Party's Representatives in connection with the Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Customer: means the customer set out in the applicable Statement of Work.

Customer Data: means any information that is provided by the Customer to the Supplier as part of the Customer's use of the Services, including any information derived from such information.

Customer Personal Data: means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

Customer Site: means any property owned, leased, licensed or occupied by the Customer or any Affiliate as may be agreed by the Parties and identified within a Statement of Work as being the locations to or at which any Services are to be provided.

Data Protection Legislation: means:

a) To the extent the UK data protection law applies: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data

Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Deliverable: means all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and Specifications (including drafts).

Dispute Resolution Procedure: means the procedure described in Clause 27.

Document: means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679) as it has effect in EU law.

Fees: means the fees payable by the Customer to the Supplier, as described in the Statement of Work pursuant to the terms of this Agreement.

Force Majeure: means any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, without limitation, act of God, , war, riot, computer viruses and malware, epidemics, pandemics, strike, lock out, civil commotion, compliance with any law or governmental order, rule, regulation or direction, fire, flood or storm, save that strike or lockout of the Party's own staff shall not entitle them to claim that to be a force majeure event.

Good Industry Practice: means the standards of an experienced provider of business-critical services similar or identical to the Services, having regard to factors such as the nature and size of the Parties the term, the pricing structure and any other relevant factors.

Intellectual Property Rights or IPR: means any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including, patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures

and particulars of Customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

IPR Claim: means a claim arising from the infringement of IPR belonging to third parties.

Issues List: means a written list of the non-conformities to the Acceptance Criteria for a specific Deliverable.

Licence Agreement: means all licence agreements that may have to be entered into by the Supplier and/or the Customer in respect of Third-Party Services used.

Normal Business Hours: means 9.00 am to 5.30 pm local UK time on Business Days.

Out of Scope: means those out-of-scope services specified as such in the Statement of Work together with any other services which are not detailed in the Statement of Work.

Party/Parties: means a party or parties to the Agreement.

Project: means the project agreed between the Parties as set out in the Statement of Work which may be amended by the Parties in writing from time to time.

Purpose: means the purposes for which the Customer Personal Data is processed, as set out in Schedule 1.

Representative: means the person nominated by each Party in accordance with this Agreement.

Schedule: means a schedule to this Agreement or to any Statement of Work.

Supplier: means Advancing Analytics Limited a company registered in England and Wales (No. 11635293) and whose registered office is 344-354 Grays Inn Road, London, WC1X 8BP.

Relief Events: means the following events:

- (a) the negligence, act, omission, or default of the Customer;
- (b) any failure by the Customer to comply with its obligations under the Agreement;
- (c) any failure by the Customer or its agents or contractors (including any existing service provider) to provide any information, co-operation or instructions or failure to provide

accurate, correct and complete information, co-operation or instructions, to the Supplier which is reasonably required by the Supplier for the proper performance of its obligations under the Agreement;

(d) any failure caused by Third-Party Software or any third parties; or

(e) an event of a Force Majeure.

Services: means consulting, advisory, integration or technical services performed by the Supplier under a Statement of Work or otherwise agreed in writing between the Parties.

Specification: means the documentation provided by the Customer to the Supplier (and accepted by the Supplier in writing) which sets out the Customer's business and technical requirements for the Deliverables and which forms part of the Statement of Work.

Statement of Work: means a statement of work and agreed target cost signed by both Parties and made pursuant to this Agreement that describes the relevant Services to be performed by the Supplier for the Customer in respect of a Project. The terms of this Agreement are incorporated into the Statement of Work.

Term: means the term as set out in the relevant Statement of Work.

Third-Party Services: means any services, goods, code or software programs written or provided by other third parties which are used by the Customer during the provision of the Services.

Third-Party Software: means any code or software programs written or provided by Microsoft or other third parties which are used or to be used by the Customer in connection with its use of Services provided under any Statement of Work.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2) Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.3) Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.

1.4) References to Clauses and Schedules are to the Clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

1.5) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.6) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8) A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.9) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.10) A reference to writing or written includes email.

1.11) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.12) A reference to a person includes any natural person, body corporate, unincorporated association, partnership or trust.

1.13) A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.14) Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

1.15) In the event of any conflict or inconsistency between the Clauses of this Agreement, the Statement of Work (including any changes to the Statement of Work) and any Schedules to this Agreement, the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency:

(a) Statement of Work;

(b) the Schedules (including any future schedules); and

(c) the Clauses in this Agreement.

2) Provision of Services

2.1) This Agreement sets out the terms and conditions under which the Supplier shall provide to the Customer the Services.

2.2) The Agreement shall (i) be in substitution for any prior oral or other prior arrangements between the Supplier and the Customer in connection with the purchase of the relevant Services; and (ii) prevail over any inconsistent terms or conditions contained in, or referenced in, any order confirmation or other acknowledgement, quotation, delivery note, invoice or similar document or implied by law, trade custom or practice.

2.3) No addition to, variation of or other amendment or purported amendment to the Agreement in whole or in part shall be binding on the Parties unless expressly stated as such, made in writing and signed by a duly authorised Representative of both Parties.

3) Statement of Work

3.1) The Supplier shall not be under any obligation to perform and the Customer shall not be under any obligation to accept any Services unless and until a Statement of Work has been executed.

3.2) This Agreement shall apply to and be incorporated in any Statement of Work for the purchase of Services and each Statement of Work shall form an independently terminable contractual obligation.

3.3) Each Statement of Work (together with this Agreement and any documents referred to therein) shall constitute the entire agreement and understanding between the Parties in relation to the relevant Services provided under that Statement of Work and shall supersede and terminate all prior agreements, undertakings and arrangements (both oral and written) relating to the subject matter of the relevant Statement of Work.

3.4) Each Statement of Work for Services concluded between the Parties shall set out the Services to be performed by the Supplier including any Deliverables.

4) Responsibilities of Supplier

4.1) The Supplier shall:

- (a) provide the Services in accordance with the terms of this Agreement and the Statement of Work;
- (b) use its commercially reasonable endeavours to complete any Deliverables set out in any Statement of Work;
- (c) use its commercially reasonable endeavours to meet any performance dates set out in any Statement of Work but unless otherwise expressly agreed in writing in such Statement of Work, any performance dates shall be estimates only and time shall not be of the essence for the provision of any Services and/or Deliverables;
- (d) where expressly agreed, document the Services and provide to the Customer copies of the documentation upon request and at the completion or termination of the Statement of Work;
- (e) commit sufficient resources to the provision of the Services to enable their delivery in accordance with this Agreement and Statement of Work;
- (f) provide the Services with due care, skill and ability in accordance with Good Industry Practice;
- (g) take such steps as may be required to fulfil its obligations under this Agreement and any Statement of Work;
- (h) utilise suitably skilled, qualified, experienced, supervised and vetted employees, agents, representatives and authorised sub-contractors who will exercise all reasonable skill and care;
- (i) notify the Customer without undue delay if the Supplier is unable to comply with any of the terms of this Agreement or any Statement of Work; and
- (j) observe and ensure that its personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer Sites and which have been communicated to it in writing a week prior to the Services commencing, where the Supplier is required to be on such Customer Sites for the provision of the Services.

4.2) The Supplier shall co-operate with the Customer in all matters relating to the Services and shall appoint a Representative (“Supplier Representative”), as the contact throughout the Services.

4.3) The Customer confirms that the Supplier may employ sub-contractors without seeking the prior consent of the Customer. Notwithstanding the foregoing, the Supplier shall at all times be responsible for and liable in respect of the performance of all obligations under the Agreement, whether such obligations are performed by the Supplier itself, any Supplier Affiliates or any sub-contractor engaged by the Supplier. For the avoidance of doubt, the Supplier shall only be held liable to the extent permitted under the respective Licence Agreements for the actions or omissions of any third parties and shall not be held liable for the actions and or omissions of any other third parties including but not limited to Microsoft.

4.4) The Supplier shall provide reasonable notice to the Customer of any change in its senior personnel actively engaged on the Project. Where relevant, the Supplier shall replace any senior personnel who are removed with another appropriately skilled person.

4.5) The Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof). Whilst the Supplier will use commercially reasonable efforts to take all actions it deems appropriate to avoid such events, the Supplier cannot guarantee that such events will not occur. Accordingly, the Supplier disclaims any and all liability resulting from or related to such events.

5) Responsibilities of the Customer

5.1) To the extent that the Supplier requires access to the Customer Site to perform the Services, the Customer shall use reasonable endeavours to provide such access during Normal Business Hours and to provide a suitable work environment to enable the Supplier to perform such Services subject to the Supplier complying with such internal policies and procedures of the Customer (including those relating to security and health and safety) as may be notified to the Supplier in writing from time to time.

5.2) The Customer agrees and acknowledges the terms of the Licence Agreements shall form part of this Agreement.

5.3) The Customer shall co-operate with the Supplier in all matters relating to the Services and shall appoint a Representative (“Customer Representative”), who shall have authority to commit the Customer on all matters relating to the relevant Project and throughout the Services.

5.4) The Customer shall:

(a) notwithstanding Clause 12.1, be a bona fide licensed user of any Third-Party Software used by the Supplier in its performance of the Services;

(b) co-operate with the Supplier in all matters relating to the Services as reasonably requested by the Supplier;

(c) adhere to the dates scheduled for provision of Services by the Supplier to the Customer as stated in the applicable Statement of Work or otherwise agreed between the Parties in writing. In the event the Customer wishes to reschedule or cancel the dates for the provision of Services, cancellation charges (“Cancellation Charges”) will become payable from the Customer to Supplier on the following basis:

(i) If dates are changed or cancelled at the Customer’s request more than 14 days before the scheduled start date no Cancellation Charges are payable;

(ii) If dates are changed or cancelled between 7 days and 14 days before the scheduled start date Cancellation Charges equivalent to 50% of the Fees for the Services to be provided at that time will be payable;

(iii) If dates are changed or cancelled less than 7 days before the scheduled start date Cancellation Charges equivalent to 100% of the Fees for the Services to be provided at that time will be payable.

It is acknowledged that certain sub-contractors for the Services may have specific cancellation charges applicable to the Services provided, in which case the Supplier will inform the Customer of such cancellation charges in the applicable Statement of Work or otherwise in writing from time to time.

(d) provide such access to the Customer’s systems, software and platforms as may reasonably be requested by the Supplier;

(e) inform the Supplier in writing of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer’s premises;

- (f) where applicable, allow the Supplier or its designated subcontractors and third parties, global admin access to the Customer's relevant servers and networking systems for the duration of the Agreement;
- (g) in respect of any Microsoft funded services, sign and deliver the Microsoft Proof of Execution (POE) on the last day of scheduled work. In the event that the Customer does not return the POE on time, the Supplier may be entitled to charge the Customer the amounts directly and the Customer shall follow the payment terms in this Agreement;
- (h) where a Microsoft Cloud service is deployed / utilised within the Project the Customer shall assign the Supplier as the Claiming Partner of Record (CPOR) and/or Digital Partner of Record (DPOR) and/or Transacting Partner of Record (TPOR) and/or Partner Admin Link (PAL) and Admin on Behalf of (AOBO) for that particular Service for the duration of the Agreement and for a minimum period of 12 months after the Project completion date;
- (i) provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;
- (j) provide all information and make available all resources as reasonably requested by the Supplier in the execution of its obligations under this Agreement;
- (k) use all reasonable efforts to follow the reasonable instructions of the Supplier support personnel with respect to the resolution of defects;
- (l) gather all relevant information prior to requesting assistance in respect of any defects including detailed defect description, and procedures required to replicate a problem if possible. Any additional information which may help in the diagnosis of a defect should be included such as network configuration details;
- (m) subject to any obligations of confidentiality, allow the Supplier to publicise the work the Supplier undertakes under the Agreement for the Customer including but not limited to case studies. For the avoidance of doubt, this shall, subject to obtaining the Customer's consent, include use of any and all logos and trademark names;
- (n) use the Third-Party Software correctly in accordance with its operating instructions;
- (o) notify Supplier promptly of any problems with the Third-Party Software;
- (p) provide the Supplier with access to the Customer's production computer system via a secure broadband link operating at the industry accepted bandwidth for the purposes of remote diagnostics should such capability be required;

(q) agree that if, in the course of performing the Services, it is reasonably necessary for the Supplier's performance of its obligations under a Statement of Work for the Supplier to access or use any equipment, software or data of the Customer (or which is in the possession of the Customer) then it shall where it is able to do so grant to the Supplier a non-exclusive, royalty free, terminable licence to use the same solely for the purpose of delivering the Services only for as long as is strictly necessary to deliver such Services; and

(r) agree that a material change to the Customer personnel (whether such personnel are employees or sub-contractors) involved in the internal management and /or day to day implementation of the Services may impact the Supplier's ability to perform the Services or complete the Deliverables in accordance with the obligations set out in clause 4, as such the Customer shall seek the prior written consent of the Supplier and the Supplier may require any such change to be subject to a Change Request. Any breach of this clause shall be deemed a material breach.

5.5) The Customer shall:

(a) use the Services only for lawful purposes and in accordance with the Agreement;

(b) keep and maintain all materials, equipment, documents and other property of or provided by the Supplier which are for the time being at the Customer's Site in safe custody at the Customer's own risk and maintain them in good condition until returned to the Supplier and not dispose of or use them otherwise than in accordance with the Supplier's written instructions or authorisation;

(c) comply with Applicable Laws with respect to its activities under the Agreement, including those set out in Clause 20; and

(d) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Supplier may adjust any timetable or delivery schedule set out in the Agreement as reasonably necessary.

6) Project Organisation

6.1) The Customer Representative and the Supplier Representative (who shall be named with contact details in the Statement of Work) shall be available at all reasonable times in

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order to co-ordinate all activities which are to be carried out by the relevant Party under any Statement of Work and shall supervise the fulfilment of the duties ascribed to that Party in the Statement of Work, responding to questions, providing necessary support and information. Both Parties agree to keep each other informed if the named Representative changes.

6.2) In the event of a dispute in relation to any matter under this Agreement, including approval of timesheets, payment of invoices and the provision of the services pertinent to the Statement of Work, the Parties shall deal with the matter under the Dispute Resolution Procedure.

7) Price and Payment

7.1) The Customer shall pay the Fees (and all Third-Party Services, Licence Fees, or Third-Party Software fees where applicable) for the Services in accordance with the Statement of Work. If no Fee is quoted, the Fee shall be calculated in accordance with the Supplier's daily fee rates set out in the Statement of Work as amended from time to time in accordance with this Agreement.

7.2) Where a Fee has been quoted, this is a best estimate based on the information given to the Supplier by the Customer and/or which is available at that time and may be based on a number of assumptions set out in the Statement of Work ("Assumptions"). If it materialises that in the Supplier's reasonable opinion, the information provided and/or Assumptions made are incorrect, inaccurate or have changed and/or that the proposed scope of Services is not feasible, the Supplier shall be entitled to charge (at the Supplier's current rate card as set out in the applicable Statement of Work) the Customer for any Out of Scope Services or other additional Services provided to those detailed in the Statement of Work together with all related costs and expenses incurred by the Supplier.

7.3) Where the Services are provided on a time-and-materials basis:

(a) the Supplier's standard hourly or daily rates are calculated as set out in the applicable Statement of Work;

(b) the Supplier shall be entitled to charge an overtime rate for time worked outside the agreed standard hourly or daily rates as set out in the Statement of Work; and

(c) the Supplier shall complete the relevant time recording systems to calculate the Fees for each invoice charged on a time and materials basis.

7.4) The Supplier shall invoice the Fees in accordance with the payment intervals stated in the Statement of Work.

7.5) The Fees exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier or its subcontractors in providing the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Customer for the Services, unless otherwise set out in the applicable Statement of work such rates are set out in Schedule 1 but may be increased by the Supplier every 12 months following the Commencement Date (Expenses). The Supplier shall obtain the Customer's prior written approval before incurring any such expense, material or service exceeding a total cost of £1,500 in aggregate per day and shall be payable by the Customer in accordance with Clause 7.6.

7.6) The Customer shall pay each undisputed invoice for the Fees and Expenses in full and cleared funds (without deduction or set-off) within 30 days of the date of such invoice unless otherwise agreed in writing by the Supplier. In the event of any dispute, the Customer shall raise such dispute with the Supplier within 7 days of the date of invoice.

7.7) All payments by the Customer hereunder shall be in United Kingdom pound sterling unless otherwise agreed or set out in the Statement of Work and shall be paid to the Supplier's bank account as advised by the Supplier to the Customer in writing.

7.8) All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by the Customer, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.

7.9) Should the Customer be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the Agreement the Fees payable shall be increased by the amount of such tax to ensure that the Supplier receives a sum equal to the amount to be paid under the applicable Statement of Work.

7.10) Without prejudice to any other remedy that the Supplier may have, if payment of the Fees or any part thereof is overdue then unless the Customer has notified the Supplier in writing that such payment is in dispute within 10 days of the receipt of the corresponding invoice the Supplier may, without prejudice to any other rights or remedies, charge the Customer interest on the overdue amount at the rate of 4% per annum above HSBC Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date

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until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

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

7.12) The Supplier shall not be obliged to provide any of the Services if the Customer fails to pay any duly issued invoice(s) within the payment terms set out in any applicable Statement of Work, but should the Supplier choose to continue to do so, this shall not in any way be construed as a waiver of the Supplier's rights or remedies.

7.13) The Supplier reserves the right, on giving the Customer 30 days' notice, to increase the Fees for Services provided under any applicable Statement of Work, on an annual basis with effect from each anniversary of the Agreement. If the Customer does not agree with this increase, then they may terminate this Agreement upon 30 days written notice and before such price increase takes effect. If the Supplier does not receive written notice within thirty (30) days, the Customer is deemed to have agreed to the amendment to the Fees.

7.14) Notwithstanding clause 7.13 above and 7.15 below, the Fees relating to the provision of Services shall increase on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period.

7.15) Notwithstanding clause 7.13 and 7.15 above, any time the Supplier may on written notice to the Customer increase any fees related to Third-Party Services in line with any increases imposed upon the Supplier by the applicable Third-Party supplier(s) and in line with the terms of the Licence Agreement and/or the Customer Agreement.

8) Warranties

8.1) The Customer warrants that:

(a) it shall provide and facilitate the Supplier with all necessary information to ensure that any changes to any of Customer's systems requested by Customer and made by the Supplier meets with the Customer's security policies;

(b) all licences, permissions and consents required for carrying on the Customer's business have been obtained and are in full force and effect;

(c) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to the Supplier and any of its subcontractors, any rights or materials reasonably necessary for the fulfilment of all its obligations under this Agreement;

(d) it has the full capacity and authority to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Customer; and

(e) it has the authority to grant any rights to be granted to the Supplier under the Agreement, including the right to provide any Third-Party Software to the Supplier as indicated in the Agreement and for the same to be used in the provision of the Services and otherwise in connection with the Agreement.

8.2) The Supplier warrants that:

(a) it has the full capacity and authority to enter into and perform the Agreement and that the Agreement is or shall be (in relation to any future documentation which shall form part of the Agreement) executed by a duly authorised representative of the Supplier;

(b) it will comply with Applicable Laws relevant to the performance of its obligations under the Agreement;

(c) all licences, permissions and consents required for carrying on its business have been obtained and are in full force and effect; and

(d) the Customer's use of any Supplier materials and/or Third-Party materials, including any materials supplied by the Supplier to the Customer, shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any Third-party.

8.3) Except for any warranties expressly set forth in this Agreement, the Services are provided on an "as is" basis, and Customer's use of the Services is at its own risk. The Supplier does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice.

8.4) Save only as may be provided for otherwise under any Statement of Work, the Supplier makes no warranty or representation of any data backup with the Services. The Customer is responsible for all database and/or system back-ups (including Customer Data) as required at all before any change is carried out.

8.5) The Supplier warrants that the Services will be performed with all reasonable skill and care and that it will be provided in accordance with the Statement of Work and the terms and conditions of this Agreement.

8.6) The Supplier shall not in any circumstances be liable under the warranties in this Clause 8 if it can demonstrate that any failure of the Services to comply with such warranties was caused or contributed to by any Relief Event.

8.7) Notwithstanding the foregoing, the Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free.

8.8) The Customer hereby warrants that it has not been induced to enter into the Agreement by any prior representations, nor has it relied on any oral representation made by the Supplier or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by the Supplier.

9) Acceptance

9.1) The relevant Statement of Work shall specify the Deliverables that are to be subject to Acceptance Testing and provide a framework for the nature of the testing that will be required and the Acceptance Criteria.

9.2) In relation to any Acceptance Testing:

(a) the Customer shall have a reasonable period of time, up to five Business Days unless otherwise specified in the Statement of Work, from the Supplier's delivery of each Deliverable under the relevant Statement of Work (the "Acceptance Periods") to confirm that such Deliverable conforms to the Acceptance Criteria as agreed between the Parties. If the Customer determines that a Deliverable does not conform to the Acceptance Criteria, the Customer shall by the last day of the Acceptance Period provide to the Supplier an Issues List.

(b) Customer shall use best efforts to correctly and efficiently ensure appropriate Acceptance Testing in relation to any Deliverable which is subject to Acceptance Tests and shall notify the Supplier within the Acceptance Period (as defined in Clause 9.2(a)) if any of the Deliverables do not conform to the Acceptance Criteria. In the event that Customer has undertaken the Acceptance Testing within the Acceptance Period and fails to reject any

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Deliverable within the relevant Acceptance Period, for all purposes under this Agreement such Deliverable, shall be deemed accepted as if the Customer had issued a written acceptance thereof. Once the Deliverable has been accepted by the Customer and payment has been settled in accordance with Clause 7, the Deliverable shall become the property of the Customer. For the avoidance of doubt, should any non-conformities be found in earlier stages of the Deliverables but which were not highlighted to the Supplier during the applicable Acceptance Period, such non-conformities shall not be subject to the remedies as set out in Clause 9.2(c) below.

(c) If there are any non-conformities within any Deliverable, which have been highlighted by Customer or the Supplier during the Acceptance Period and whereby the Deliverable has not been accepted by the Customer for this reason and such non-conformity is a directly attributable act or omission on the part of the Supplier (and not subject to a Change Request (as defined in Clause 14.1 or attributable to the Customer's acts or omissions including inadequate Acceptance Testing) the Supplier shall (without prejudice to the Customer's other rights and remedies) carry out all necessary remedial work without additional charge as part of the next Deliverable which shall accordingly be modified.

(d) If any non-conformity cannot be remedied by the Supplier due to an error, defect or fault which the Supplier is able to demonstrate to the reasonable satisfaction of the Customer to be outside the Supplier's control and which has disabled the Supplier's ability to remedy such non-conformity, then the Supplier reserves the right to terminate work on that specific Deliverable. Supplier agrees not to charge Customer, any amounts paid or payable by Customer to Supplier which specifically relate to the non-conforming Deliverable which cannot be remedied.

10) Customer Data

10.1) The Customer will ensure that full backups for all database and/or system back-ups are made in accordance with clause 8.4. The Supplier will only monitor the Customer's backup systems if, and to the extent that, such monitoring is expressly included as part of the Services in the applicable Statement of Work, in which case the Supplier will monitor the Customer's backup systems in accordance with the Statement of Work. If the Supplier provides backups as part of the Services (as set out in the applicable Statement of Work), in the event of any loss or damage to Customer Data caused directly by the Supplier, the Customer's sole and exclusive remedy shall be for the Supplier shall use commercially reasonable endeavours to restore the lost or damaged Customer Data from the latest

backup of such Customer Data. The Supplier excludes all liability for any loss, destruction, alteration or unauthorised disclosure of Customer Data caused by environmental conditions, human input or other factors outside of the control of the Supplier, its subcontractors and any Third-party (except those third parties (excluding Microsoft) sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

10.2) Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

10.3) For the purpose of this Agreement, the words Data Controller, Data Processor, Personal Data, Data Subject and process/processing have the meanings given to them in the Data Protection Legislation.

10.4) The Parties acknowledge that for the purposes of the Data Protection Legislation, if the Supplier processes any Customer Personal Data on the Customer's behalf when performing its obligations under the Agreement, the Customer is the Data Controller and the Supplier is the Data Processor.

10.5) The Customer warrants that it will comply with all its obligations as Data Controller under the Data Protection Legislation, and that where the Supplier is to process Customer Personal Data on the Customer's behalf, it will provide the Supplier with complete and accurate details of the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject, and will ensure that a schedule is added to the relevant Statement of Work containing such detail as may be required to ensure compliance with the Data Protection Legislation. The Supplier shall not be deemed to have breached any of its obligations as Data Processor by virtue of a breach of the Data Protection Legislation by the Customer as Data Controller.

10.6) Without prejudice to the generality of Clause 10.2, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of the relevant Statement of Work so that the Supplier may lawfully use, process and transfer the Customer Personal Data in accordance with the relevant Statement of Work on the Customer's behalf.

10.7) In relation to the Customer Personal Data, Schedule 2 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

10.8) Without prejudice to the generality of Clause 10.2, the Supplier shall, in relation to any Customer Personal Data:

(a) process that Customer Personal Data only on the written instructions of the Customer, which shall be to process that Personal Data for the purpose as set out in Schedule 2;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 such measures;

(c) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; and

(d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), at the Customer's cost and reasonable request, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation 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 the Customer Personal Data;

(f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of a Statement of Work unless required by Applicable Law to store the Personal Data. For the purposes of this Clause 10.8(f) Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this Clause 10 and allow for audits by the Customer or the Customer's designated auditor, such audits to be conducted on reasonable notice (but in any event on giving Supplier not less than seven (7) days' notice, unless the Customer has reasonable grounds for giving shorter notice) and during Normal Business Hours.

10.9) The Customer hereby provides its prior, general authorisation for the Supplier to:

(a) appoint Third-party processors of the Customer Personal Data on the condition that the Supplier i) shall ensure that for each such Third-party processor that it has entered or (as the case may be) will enter into a written agreement with the third-party processor incorporating terms which are as similar as possible to those set out in this Clause 10 and comply with the Data Protection Legislation; ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; 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 the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Legislation, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

(b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, 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 Commissioner from time to time (where the UK GDPR applies to the transfer).

10.10) Either Party may, at any time on not less than 30 days' notice, revise this Clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

11) Intellectual Property Rights

11.1) Subject to Clause 11.2 below, on creation by the Supplier and upon the Supplier receiving payment in full, all Intellectual Property Rights in bespoke materials or code created under the Services ("Bespoke IPR") for the Customer shall vest automatically in the Customer. The Supplier hereby assigns to the Customer its present and future rights and full title and interest in such Bespoke IPR. The Customer hereby provides an irrevocable, worldwide, royalty-free licence to the Supplier for the duration of the Agreement to use such Bespoke IPR strictly for the purposes of providing the Services.

11.2) Notwithstanding Clause 11.1 above, the Supplier shall retain exclusive ownership of (i) all of its Background Materials; and (ii) ideas, concepts, techniques and know-how discovered, created or developed by the Supplier during the performance of the Services that are of general application and that are not based on or derived from the Customer's business or Confidential Information ("General IP", together with the Background Materials, the "Supplier Intellectual Property"). The Supplier grants to the Customer a non-exclusive, irrevocable, worldwide royalty free and non-transferable licence to use the Supplier Intellectual Property only in so far as is necessary for the Customer's business purposes solely in connection with such Deliverables. For the avoidance of doubt this does not include any of the Customer's Affiliates.

11.3) The Customer shall pay and indemnify Supplier, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Supplier, arising by reason of claims that (1) Supplier's possession of or use of the Customer's Intellectual Property in connection with the provision of the Services infringes the Intellectual Property Rights of a Third-party; (2) the Customer or any of its Customers, modify, alter, replace combine with any other data, code, documents or other software, which alters the Supplier's Intellectual Property and such alterations infringe the Intellectual Property Rights of a Third-party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

11.4) The Supplier shall pay and indemnify Customer, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Customer, arising by reason of claims that (1) Customer's possession of or use of the Supplier's Intellectual Property Rights in connection with the provision of the Services infringes the Intellectual Property Rights of a Third-party; (2) the Supplier, modifies, alters, replaces combines with any other data, code, documents or other software, which alters the Customer's Intellectual Property and such alterations infringe the Intellectual Property Rights of a Third-party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination).

11.5) If either Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") under this Clause 11, the Indemnified Party shall:

(a) notify the Indemnifying Party in writing of any IPR Claim against it in respect of which it wishes to rely on the indemnity at Clause 11.3 or Clause 11.4 (as applicable);

(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.

11.6) If an IPR Claim is brought or in the reasonable opinion of the Supplier is likely to be made or brought, Supplier may at its own expense ensure that the Customer is still able to use the Deliverables by either:

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

(b) procuring a license or permission to use the Deliverables on terms which are acceptable to the Customer, such acceptance not to be unreasonably withheld.

11.7) Except to the extent that the Supplier should reasonably have known or advised the Customer the foregoing provisions of Clause 11.6, the Supplier shall have no obligation or liability for any IPR Claim to the extent such IPR Claim arises from:

(a) any use by or on behalf of the Customer of the combination with any item not supplied or recommended by the Supplier where such use of the Deliverables directly gives rise to the claim, demand or action; or

(b) any modification carried out on behalf of the Customer to any item supplied by the Supplier under this Agreement if such modification is not authorised by the Supplier in writing where such modification directly gives rise to a claim, demands or action.

12) License of Software and Third-Party Software

12.1) If required and set out in the Statement of Work, the Supplier shall procure any Third-Party Software required by the Customer for the provision of the Services and shall procure the licence rights for the Customer to use the Third-Party Software in conjunction with the Services. Except as expressly set out in the relevant Licence Agreement, the Supplier expressly excludes any warranty to the Customer that the Third-Party Software supplied or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the marketing, sales or other associated documentations. The Customer shall remain liable for any and all payments owed to the Supplier throughout this Agreement and until the end of the respective licence terms for such Third-Party Services (the “Licence Fees”).

12.2) It is a condition of this Agreement that the Customer shall enter into such direct Licence Agreements issued by the Third-Party where the Customer must directly contract with that Third-Party as so prescribed by the relevant software owners of each Third-Party Services identified within this Agreement and/or in the applicable Statement of Work. In the event the Customer does not accept the terms of such Licence Agreements (whether directly contracted with the Supplier or the relevant Third-Party), the Supplier reserves the right to suspend the provision of the Services until such time as the Customer enters into such Licence Agreement. For the avoidance of any doubt, the Customer shall not do any actions and/or omissions which will cause the Supplier to be in breach of any of its Third-Party terms.

12.3) The Customer acknowledges that it is responsible for ensuring that the Customer’s hardware, and operating software for such hardware is compatible with the Third-Party Services and the Supplier gives no warranty in relation thereto unless agreed otherwise in writing between the Parties in the Statement of Work.

13) Exclusions and Limitations of Liability

13.1) The Customer acknowledges and agrees that, except as expressly provided in the Agreement, the Customer assumes sole responsibility for:

- (a) results obtained from the use of the Services, as applicable and the Deliverables by the Customer, and for conclusions drawn from such use; and
- (b) loss or damage arising from or relating to any Relief Event.

13.2) The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Deliverables, or any actions taken by the Supplier at the Customer's direction.

13.3) The Supplier shall be released from all of its obligations in the event that the Customer makes alterations to the software or hardware in any manner, has been guilty of negligence in the use of the software, or utilises the software in a manner contradictory to its intended purpose.

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

13.5) Any indemnity set out in this Agreement shall not apply unless the Party claiming indemnification notifies (in writing) the other without undue delay of any matters in respect of which the indemnity may apply and of which the notifying Party has knowledge and gives the other Party full opportunity to control the response to and the defence of such claim; including without limitation, the right to accept or reject settlement offers and to participate in any litigation provided that in no event shall the indemnitor be liable for any settlement or compromise made without its consent, such consent not to be unreasonably withheld or delayed.

13.6) The Supplier shall maintain in force the following insurance policies:

- (a) public liability insurance policy - limit £10 million per claim;
- (b) professional indemnity insurance policy – limit £10 million per claim; and
- (c) employers' liability policy – limit £10 million per claim.

13.7) This Clause 13 sets out the entire financial liability of each Party (including any liability for the acts or omissions of its employees, agents and subcontractors) in respect of:

(a) any breach of the Agreement; and

(b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

13.8) Nothing in the Agreement excludes or limits:

(a) either Party's liability for death or personal injury caused by negligence recklessness, dishonesty or gross misconduct;

(b) either Party's liability for fraud or fraudulent misrepresentation;

(c) the Customer's breach of Clause 11.3; or

(d) any other liability which cannot lawfully be excluded or limited.

13.9) The Parties' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to one hundred and twenty five percent (125%) of the price paid for the Services during the twelve (12) months preceding the date on which the claim arose.

13.10) The Supplier's liability for its indemnification obligations under Clause 11.4 shall be limited to £500,000 in the aggregate.

13.11) Except as expressly stated in Clause 13.8:

(a) neither Party shall have any liability for any losses or damages which may be suffered by the other Party (or any person claiming under or through that Party), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(i) special damage even if the other Party was aware of the circumstances in which such special damage could arise;

(ii) loss of profits;

(iii) loss of actual or anticipated savings;

(iv) loss of business opportunity;

- (v) loss of business;
 - (vi) loss of contracts;
 - (vii) loss of use of money;
 - (viii) loss of revenue;
 - (ix) loss of operation times;
 - (x) loss of goodwill;
 - (xi) loss of reputation; or
 - (xii) loss of, damage to or corruption of data; and
- (b) neither Party shall have any liability for any losses or damages which would not have arisen but for the termination by a Third-Party (otherwise than in consequence of the Supplier's breach) of an agreement between that Third-Party and the Supplier in respect of the Supplier's use or marketing of such Third-Party Software.

14) Change Requests

14.1) Either Party may request changes to any Statement of Work (in each case, a "Change Request"). Any Change Request shall be made in writing and sent to the Customer Representative or Supplier Representative (as appropriate) and shall set out the change in sufficient detail so as to enable the other Party to make a proper assessment of such change.

14.2) Where the Parties propose a Change Request, the Supplier shall provide a written estimate of the likely time required to implement the change, any necessary variations to the Fees as a result of the change, the likely effect of the change on the Services; and any other impact of the change on the terms of this Agreement. The Customer shall notify the Supplier whether it accepts or reasonably rejects the Change Request within five working days of its receipt of the written estimate.

14.3) A Change Request shall become a "Change Order" when the requirements of the 'Change Control Procedure' as set out in this Clause 14 have been satisfied and the Change Request is signed by a duly authorised representative of both Parties to signify their approval to the change. Until such time the Parties shall continue to perform their

respective obligations under the Statement of Work without taking into account the Change Request. Once duly signed, Change Orders shall be deemed incorporated into Agreement and Statement of Work and the Supplier shall commence performance of the Change Order accordingly.

14.4) Neither Party shall be required to accept any Change Request made by the other Party and shall not be bound by the Change Request unless it has been agreed in writing as set out above

14.5) Unless otherwise agreed in writing, Supplier shall be entitled to charge the Customer at Supplier's then current rates for investigating, reporting on and, if appropriate, implementing any Change Request requested by the Customer.

15) Confidentiality

15.1) Each Party agrees and undertakes that it will treat and keep all Confidential Information disclosed to it by the other Party in connection with the Services as strictly confidential for the duration of this Agreement and for a period of 5 years thereafter, and shall use it solely for the purpose intended by the Services and shall not, without the prior consent of the other Party, publish or otherwise disclose to any Third-Party any such Confidential Information except for the purposes intended by the relevant Statement of Work.

15.2) To the extent necessary to implement the provisions of any Services, each Party may disclose Confidential Information to its employees, agents, sub-contractors and professional advisers, in each case under the same conditions of confidentiality as set out in Clause 15.1.

15.3) A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.

15.4) The obligations of confidentiality set out in this Clause 15 shall not apply to any information or matter which: (i) is in the public domain other than as a result of a breach of the Agreement; (ii) was in the possession of the receiving Party prior to the date of receipt from the disclosing Party or was rightfully acquired by the receiving Party from sources other than the disclosing Party; (iii) is required to be disclosed by law, or by a competent court, tribunal, securities exchange or regulatory or governmental body having jurisdiction

over it wherever situated; or (iv) was independently developed by the receiving Party without use of or reference to the Confidential Information.

16) Term and Termination

16.1) This Agreement shall commence on the Commencement Date and shall continue in force unless and until terminated in accordance with the provisions of this Agreement or of any Statement of Work as applicable.

16.2) Without prejudice to any rights that the Parties have accrued under the Agreement or any of their respective remedies, obligations or liabilities, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

(a) the other Party commits a material breach of any material term of the Agreement (including any payment obligations) and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so; or

(b) the other Party breaches any of the terms of Clause 10, Clause 15 or Clause 20;

(c) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(d) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

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

16.4) Termination of the Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.

16.5) On termination of the Agreement for any reason:

(a) the Supplier shall immediately cease provision of the Services;

(b) all amounts payable (including without limitation to all Fees and Expenses in providing the Services under that Statement of Work up to and including the termination date) by the Customer to the Supplier under the Agreement shall become due immediately despite any other provision of the Agreement; and

(c) each Party shall use reasonable endeavours to return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party.

16.6) Save as provided in this Clause 16 or elsewhere in the Agreement, or by mutual consent and on agreed terms, or due to a Force Majeure event, neither Party shall be entitled to terminate a Statement of Work.

16.7) Termination of any Statement of Work shall be without prejudice to any other rights which any party may have under any other Statement of Work.

16.8) The provisions of Clauses 7 (Price and Payment), 10 (Customer Data), 11 (Intellectual Property Rights), 12 (Licence of Software and Third-Party Software), 13 (Exclusions and Limitations of Liability), 15 (Confidentiality), 17 (Staff Transfer and Non-Solicitation), 20 (Anti-Bribery and Modern Slavery) and 31 (Governing Law and Jurisdiction) shall survive termination of any Statement of Work or this Agreement.

17) Staff Transfer & Non-Solicitation

17.1) It is not intended that any staff be transferred from the Supplier to the Customer or from the Customer to the Supplier pursuant to the Agreement or that any 'relevant transfer' occur for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("the Regulations").

17.2) Neither Party shall solicit the other Party's staff or contractors who have been employed or engaged in the Services or the performance of the Agreement during the lifetime of the Agreement and for a period of nine (9) months thereafter. For the purposes of this clause 'solicit' means the soliciting of such person with a view to engaging such person as an employee, director, sub-contractor or independent contractor.

17.3) In the event that either Party is in breach of Clause 17.2 above then the Party in breach shall pay to the other by way of liquidated damages an amount equal to fifty percent (50%) per cent of the gross annual budgeted fee income (as at the time of the breach or

when such person was last in the service of the relevant Party) of the person so employed or engaged. This provision shall be without prejudice to either Party's ability to seek injunctive relief.

17.4) The Parties hereby acknowledge and agree that the formula specified in Clause 17.3 above is a reasonable estimate of the loss which would be incurred by the loss of the person so employed or engaged.

18) Relief Events

Subject to Clause 13.9, and notwithstanding any other provision of the Agreement, the Supplier shall have no liability for failure to perform the Services or its other obligations under the Agreement if it is prevented, hindered or delayed in doing so as a result of any Relief Event.

19) Force Majeure

19.1) Neither Party to this Agreement shall be deemed to be in breach of the Agreement, or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations (except in respect of payment obligations) under this Agreement or any Statement of Work due to a Force Majeure event.

19.2) A Party shall only be entitled to rely on Clause 19.1 if it:

(a) informs the other Party as soon as reasonably possible that an event of Force Majeure has occurred; and

(b) uses commercially reasonable endeavours to recommence the performance of its obligations in accordance with this Agreement and any affected Statement of Work as soon as possible and keeps the other Party informed as to progress and the estimated dates on which that Party will be able to recommence full performance of its obligations.

19.3) For so long as the Supplier is unable to provide and/or is delayed in providing any Services in accordance with the requirements of this Agreement and any relevant Statement of Work due to an event of Force Majeure, the Fees payable under each affected Statement of Work shall be subject to a pro-rata reduction so that the Customer is not required to pay

for any Services which are not performed, incorrectly performed and/or delayed due to that event of Force Majeure.

20) Anti-Bribery and Modern Slavery

20.1) The Supplier shall:

(a) comply with all UK Applicable Laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010;

(b) without undue delay report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement.

20.2) The Supplier shall procure that any person associated with the Supplier, who is performing services in connection with the Agreement, adheres to terms equivalent to those imposed on the Supplier in this Clause 20 (“Relevant Terms”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

20.3) For the purpose of this Clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 20 a person associated with the Supplier includes any subcontractor of the Supplier.

21) Waiver

No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22) Severance

22.1) If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

22.2) If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

23) Entire Agreement and Amendment

23.1) The Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

23.2) Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Agreement.

23.3) Each Party agrees that its only liability in respect of those representations and warranties that are set out in the Agreement (whether made innocently or negligently) shall be for breach of contract.

23.4) Each Party confirms that it will be deemed not to have relied on any statement, representation or promise made by the other except as expressly set out in the relevant Statement of Work. This Clause 23.4 shall not exclude any liability for fraudulent misrepresentation.

23.5) No alteration to or variation of the Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorised representative.

24) Assignment

The Supplier may assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement to any of its Affiliates without the prior written consent of the Customer.

25) No Partnership or Agency

The relationship of the Supplier to the Customer will be that of independent contractor and each Statement of Work shall constitute a contract for the provision of Services. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, or any other legal relationship between the Parties that would impose liability upon one Party for the acts or omissions of the other Party.

26) Third-Party Rights

This Agreement is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit or be enforceable by anyone else.

27) Dispute Resolution

27.1) If a dispute arises under or in connection with this Agreement ("Dispute"), including any Dispute arising out of any amount due to a Party, then before bringing any legal proceedings or commencing any other alternative dispute resolution procedure in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting that it is resolved under this dispute resolution procedure ("Dispute Notice").

27.2) If the Parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, each Party shall without undue delay (but no later than five Business Days thereafter):

(a) appoint a designated representative who has authority to settle the Dispute and is at a higher management level than the person with direct responsibility for the administration of this Agreement (“Designated Representative”); and

(b) notify the other Party of the name and contact information of its Designated Representative.

27.3) The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one Party to the other Party will be honoured.

27.4) If the Parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, either Party may proceed with any other available remedy.

27.5) Notwithstanding any other provision of this Agreement, a Party may seek interim or other equitable relief necessary (including an injunction) where damages would be an inadequate remedy.

28) Costs

Each of the Parties shall bear and pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement or any Statement of Work.

29) Marketing

29.1) Both parties agree to reasonably cooperate in connection with the creation of mutually beneficial marketing communications, which shall include, at a minimum, a press release, case study and a reference to Customer on Supplier’s website.

29.2) Each Party grants to the other Party a non-exclusive, personal, revocable, royalty-free licence during the applicable Project duration to use its name, trademarks or other

proprietary identifying symbols of the other Party in relation to a Project to the extent necessary for the other Party to carry out its obligations in relation to that Project.

30) Notices

30.1) Any notice or other communication required to be given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Business Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other Party's main fax number.

30.2) Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or if sent by fax, at 9.00 am on the next Business Day after successful transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

30.3) This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause, "writing" shall include e-mail.

31) Governing Law and Jurisdiction

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

31.2) The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

32) Counterparts

32.1) This may be executed in any number of separate documents or separate counterparts (which may be facsimile copies) each in the like form, all of which taken together shall constitute one (1) and the same document, and either Party may execute this Agreement by signing any one (1) or more of such documents or counterparts (which may be facsimile copies).

Schedule 1- Expenses Rate Card

Rail: Standard first-class fare

Road: 45p per mile and 5p additional for any passengers

Air: Economy class for journeys of up to 5 hours flight time and Business Class for journeys more than 5 hours flight time.

Meals: £50 per day

Hotel: 4* or equivalent.

Schedule 2 - Particulars of the Data Processing

Data Subjects:	Customer personnel Customer clients Customer third parties Business contacts in general
Types of Personal Data:	Name Job title Email address Phone number Business/home address Date of birth Place of birth Any other personal data provided by Customer to the Supplier
Special categories of Personal Data:	None
Purpose of processing:	In the case of data subjects other than staff: for the purpose of providing IT services and support to Customer's business. In the case of staff: for the purpose of providing IT services and support for Customer's employment and HR matters.
Nature of processing:	As set out in the body of the Agreement.
Additional instructions:	None

Contact us

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