

7Dxperts UK LIMITED

AND

GCloud 15 Buyer

**SUPPLIER FURNISHED TERMS
G CLOUD 15 (RM1557.15) – LOT 3 CLOUD SUPPORT**

For Incorporation into a Call-Off Contract/Order Form only

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AN AGREEMENT deemed to be made on [Date]

BETWEEN

- (1) **7Dxperts UK Limited** (company number: 07515669 whose registered office is 142 Cromwell Road, London, England, SW7 4EF ("**Service Provider**").
- and
- (2) **G Cloud 15 Buyer** ("**Customer**")

RECITAL

Customer and the Service Provider wish to agree the terms on which the Service Provider will supply certain services and deliverables to Customer in accordance with the terms and conditions of this Agreement.

OPERATIVE PART

The Parties agree as follows:

APPLICATION AND ORDER OF PRECEDENCE

- (1) **These Supplier Furnished Terms apply only where expressly incorporated into an Order Form / Call-Off Contract awarded under RM1557.15 (G-Cloud 15) for Lot 3 Cloud Support ("Call-Off Contract").**
- (2) In the event of any conflict or inconsistency between these Supplier Furnished Terms and the Call-Off Contract (including the Order Form and any Call-Off Schedules), the Call-Off Contract shall prevail and these Supplier Furnished Terms shall be interpreted to give effect to the Call-Off Contract
- (3) These Supplier Furnished Terms shall not amend or override any mandatory framework or Call-Off requirements applicable to the Buyer/Authority.

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, the following words will have the following meanings unless the context requires otherwise:

"Acceptance"	the formal acceptance of a Deliverable under, clause 16.
"Acceptance Criteria"	refers to the acceptance criteria for a Deliverable as, set forth in the applicable Statement of Work, or if none are set forth, reasonable and objective criteria based on the description of the Deliverable.
"Affiliate"	shall mean any entity that, directly or indirectly, through one or more intermediaries, controls is controlled by or is under common control with, the Party in question where "control means possession of power to direct or cause the direction of the management and policies whether through ownership of voting securities by contract or otherwise.

“Agreement”	means the Call-Off Contract (including the Order Form and any Call-Off schedules/terms) and, only to the extent incorporated, these Supplier Furnished Terms and their schedules.
“Authority/Buyer”	the contracting authority/public body entering into the Call-Off Contract under RM1557.15.
“Business Day”	a day (other than, a Saturday, Sunday or public holiday) on which banks are open for business in London, England.
“Call-Off Contract”	the legally binding call-off formed by the applicable Order Form and incorporated Call-Off schedules/terms under RM1557.15.
“Change Request”	has the meaning given in clause 10.1.
“Customer Background IPR”	means those which are defined in Clause 13.1.
“Customer Data”	shall mean any data, information or materials (including personal data) provided by or on behalf of Customer to the Service Provider or otherwise accessed by Service Provider in connection, with this Agreement.
“Customer Materials”	means all text, graphics, software, plans or other materials without limitation produced by or on behalf of Customer, prior to or pursuant to this Agreement that are provided by Customer to the Service Provider in connection with the Services;
“Data Processing Schedule”	refers to schedule 3 in this agreement.
“Deliverables”	refers to all reports, documents, configurations, code, models, dashboards, designs and training materials created by Service Provider for the Customer pursuant to a Statement of Work that are identified as deliverables.
“Force Majeure Event”	has the meaning provided in clause 25.7.
“FOIA/EIR”	the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (and any guidance/codes of practice issued under them), as applicable.
“Framework”	the RM1557.15 G-Cloud 15 framework agreement.
“Good Industry Practice”	means the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor performing services of a similar type, to this Agreement under similar conditions at the time of providing such services.
“Incident”	means an unplanned interruption to, or reduction in quality of, Support Services, including any Security Incident where relevant.

“Intellectual Property Rights”	includes patents, rights to inventions, copyright and related rights, trademarks, trade names and domain, names, rights in getup, goodwill or the reputation of any entity and the right to sue for passing off, rights in designs proprietary interest in data and database compilation; Its nature include all other relevant items such as confidential information (including know how), trade secrets and all other Intellectual Property Rights in each case whether registered or unregistered including applications for registration of them having been filed.
“Key Personnel”	mean those persons identified as such in a Statement of Work.
“Professional Services”	mean consulting, advisory, implementation, configuration, data engineering or science, project and other professional services as specified in a Statement of Work.
“Security Incident”	any actual or suspected unauthorised access to, loss of, alteration of, or disclosure of Buyer/Customer Data (including Personal Data), or any event that materially compromises the confidentiality, integrity or availability of Buyer/Customer systems or data used in connection with the Services.
“Service Credits”	any service credits set forth in a Statement of Work, or the Support Services Schedule that may be offset for failure to achieve certain Service Levels.
“Service Levels”	has the meaning given to that term in Schedule 2 (Support Services Schedule) as varied from time to time in accordance with this Agreement.
“Service Provider Background IPR”	means any methodologies, tools, templates, accelerators, software, code libraries, models, know-how and other materials owned or developed by or on behalf of the Service Provider (or its Affiliates) independently of this Agreement, and any improvements or generic know-how developed by the Service Provider in the ordinary course of providing the Services.
“Services”	means the Professional Services and Support Services (if any) provided by the Service Provider pursuant to this Agreement, if any, as further described in the Statements of Work.
“Statement of Work or SOW”	means any statement of work, specification, call-off schedule or other scope document incorporated into the Order Form / Call-Off Contract.
“Support Services”	Ongoing support, maintenance and incident management services provided by the Service Provider as set forth in a Statement of Work and Support Services Schedule.
“Support Services Schedule”	mean the schedule at Schedule 2.
“UK Data Protection Laws”	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR and the Data Protection Act 2018.
“UK GDPR”	has the meaning given in schedule 3 (read with paragraph 205(4)) of the Data Protection Act 2018.

- 1.2 In this Agreement, unless the context requires otherwise:
- 1.2.1 References to clauses and Schedules are to the clauses of, and schedules to, this Agreement.
 - 1.2.2 headings are included for convenience purposes only and will not affect interpretation.
 - 1.2.3 words such as, include, including, for example or similar are to be construed in an illustrative sense and without limitation.
 - 1.2.4 the references to a statute or statutory provision are a reference to that statute, or statutory provision as from time to time amended, extended or re-enacted ad) any subordinate legislation made under that statute or statutory provision.
 - 1.2.5 a reference to “written” or “in writing” includes email, save that any amendment/variation to the Call-Off Contract must comply with the applicable Call-Off variation procedure and cannot be effected by email alone unless expressly permitted by the Call-Off Contract.

2 TERM

- 2.1 The Call-Off Contract commences on the start date stated in the Order Form and continues for the term stated in the Order Form, unless terminated earlier in accordance with the Call-Off Contract.
- 2.2 Any extension of the Services term shall be effective only where expressly provided for in the Order Form / Call-Off Contract and exercised in writing in accordance with the Call-Off Contract.

3 FRAMEWORK AND CONTRACT STRUCTURE

- 3.1 The Parties acknowledge that the Buyer will procure Services under the **RM1557.15 G-Cloud 15 Framework** and that each engagement is formed by an **Order Form / Call-Off Contract**.
- 3.2 No obligation to deliver Services arises until an Order Form is agreed/accepted in accordance with the Call-Off Contract.
- 3.3 The Order Form (and any incorporated Call-Off schedules/terms) will define the Services scope, Deliverables (if any), milestones, Service Levels (if any), Fees and the applicable term.
- 3.4 These Supplier Furnished Terms apply only to the extent incorporated into the Order Form and only where they do not conflict with the Call-Off Contract (see Application and Order of Precedence above).
- 3.5 Any purchase order issued by the Buyer/Customer is for administrative convenience only and shall not amend, vary or take precedence over the Call-Off Contract. No terms printed on, attached to or referenced by a purchase order shall apply unless expressly incorporated as a formal variation in accordance with the Call-Off Contract.

4 SERVICES GENERAL OBLIGATIONS

- 4.1 The Service Provider shall deliver the Services:
 - 4.1.1 using that degree of skill and care, and in accordance with Good Industry Practice.
 - 4.1.2 pursuant to this Agreement and the applicable Statement of Work; and
 - 4.1.3 in accordance with the laws and regulations to which it is bound when providing the Services.
- 4.2 The Service Provider shall use commercially reasonable efforts to meet any performance dates set out in a Statement of Work. Unless expressly stated to be of the essence in a Statement of Work, time for performance of the Services shall not be of the essence
- 4.3 Where Support Services are provided, the Service Provider shall provide them in accordance with:
 - 4.3.1 the applicable Statement of Work; and
 - 4.3.2 the Support Services Schedule (Schedule 2), including the Service Levels.:
- 4.4 If the Service Provider reasonably considers that a change in applicable laws, relevant standards or technical requirements necessitates a change to the Services, it may propose such change under the Change Control Procedure, including any associated changes to scope, timelines, Fees or Service Levels.
- 4.5 The Service Provider shall comply with any reasonable Buyer/Customer information security, access control, acceptable use, and policies notified to it and applicable to the Services, to the extent set out in or consistent with the Call-Off Contract.
- 4.6 The Service Provider shall promptly notify the Buyer/Customer of any material issues that may adversely affect delivery of the Services, including any Security Incident, in accordance with Section 11.

5 GOVERNANCE, REPORTING AND SERVICE REVIEWS

- 5.1 Each Party shall designate a contact who will be the point of contact responsible for general management on a day-to-day basis for the Agreement (each a Relationship Manager). The Relationship Managers will serve as escalation points of contact.
- 5.2 Unless agreed otherwise in a Statement of Work, the Parties shall have at least quarterly governance meetings (in person or by video/ telephone conference) to discuss:
 - 5.2.1 delivery to Service Levels and key deliverables and milestones.
 - 5.2.2 incidents, problem and root cause analysis.
 - 5.2.3 prospective changes, threats and relationships
 - 5.2.4 potential for improvement, cost optimisation and innovation
- 5.3 The Service Provider shall submit such information or statistics for management purposes that is reasonable in advance of each governance meeting including (where relevant) the following:
 - 5.3.1 incidents summaries and response/resolution times.
 - 5.3.2 performance against Service Levels.
 - 5.3.3 Change requests summary and status
 - 5.3.4 Periodic reports on the status of any agreed delivery schedule.
- 5.4 Where the Order Form / Call-Off Contract requires management information (MI), performance reporting or governance reporting, the Service Provider shall provide such MI in the format and frequency stated in the Call-Off Contract.
- 5.5 When the Service Provider consistently fails to meet significant Service Levels, the Parties shall discuss a written service improvement plan, identifying actions, individuals and timetable for addressing such failures. The Customer's rights under this Agreement are not limited by any such service improvement plan.

6 CUSTOMER RESPONSIBILITIES

- 6.1 The Customer shall:
- 6.1.1 co-operate with the Service Provider and provide timely access to Customer personnel, systems, environments and information as reasonably required to perform the Services.
 - 6.1.2 ensure that all information provided to the Service Provider is accurate and complete in all material respects and promptly notify the Service Provider of any changes.
 - 6.1.3 carry out any Customer responsibilities specified in a Statement of Work.
 - 6.1.4 ensure it has appropriate systems, processes, facilities, internal resources, and decision-makers available to support the Services.
 - 6.1.5 obtain and maintain all necessary licences, consents and permissions for the Customer's use of any third-party platforms, tools or environments that the Services depend on, except to the extent they are expressly stated to be obtained by the Service Provider; and
 - 6.1.6 use the Services and Deliverables only for lawful purposes and in accordance with this Agreement.
 - 6.1.7 provide the Service Provider with timely access to relevant Buyer/Customer systems, cloud subscriptions, environments, credentials and approvals required to perform the Services; and
 - 6.1.8 ensure that it has the necessary rights, permissions and lawful basis to provide Customer Data to the Service Provider for the purposes of delivering the Services.
- 6.2 If the Customer does not meet its obligations and this affects the Service Provider's ability to carry out the Services, the Service Provider shall be entitled to:
- 6.2.1 a reasonable extension of any affected dates or milestones; and
 - 6.2.2 reimbursement of any additional reasonable costs it incurs as a direct result, provided that the Service Provider notifies the Customer without undue delay after becoming aware of the relevant issue.
- 6.3 The Customer shall regularly back-up its own data, unless a Statement of Work specifically sets out that the Service Provider is to supply a backup service.

7 PERSONNEL, KEY PERSONNEL AND SUBCONTRACTING

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- 7.1 The Service Provider shall have properly skilled and experienced staff (which include employees of subcontractors) engaged in the provision of the Services.
- 7.2 If Key Personnel are identified in a Statement of Work, the Service Provider shall use reasonable endeavours to ensure those persons continue to be available for provision of the Services. In the event of any Key Personnel being unavailable, the Service Provider will:
- 7.2.1 as soon as reasonably practicable advise the Customer; and
- 7.2.2 recommend a substitute of equivalent skills and experience, for the Customer's reasonable approval.
- 7.3 The Service Provider may sub-contract any part of the Services to any competent sub-contractor. Service Provider shall remain liable for the acts and omissions of its Subcontractors as if such acts and omissions were those of Service Provider.
- 7.4 The Service Provider may replace personnel engaged in providing the Services, provided that any replacement personnel have skills and experience equivalent to those of the personnel they replace. Where personnel are identified by name or as Key Personnel in a Statement of Work, the Service Provider shall consult with the Customer and obtain the Customer's reasonable approval (not to be unreasonably withheld or delayed) before making such replacement, except in cases of emergency or where the individual leaves the Service Provider's employment.
- 7.5 Each Party shall comply with all employment, tax and immigration laws that are applicable to its employees or other personnel.
- 7.6 The Service Provider shall not subcontract or delegate any material part of the Services (or change any key subcontractor named in the Order Form) without the Buyer's/Customer's prior written consent (not to be unreasonably withheld or delayed), save where the Call-Off Contract provides otherwise.
- 7.7 The Service Provider remains responsible for the acts and omissions of its subcontractors as if they were its own.
- 7.8 The Service Provider shall ensure that all subcontractors engaged in connection with the Services are bound by written obligations no less protective than those in the Call-Off Contract relating to confidentiality, data protection, information security and audit.
- 7.9 The Customer has the right to require personnel vetting/clearance where stated in the Oder Form

8 FEES, EXPENSES AND TAXES

- 8.1 The Customer shall pay the Charges for the Services (the Fees) as specified in the relevant Statement of Work.
- 8.2 Unless otherwise specified in a Statement of Work:
 - 8.2.1 Professional Services will be invoiced on a monthly time and materials basis in arrears.
 - 8.2.2 Support Services shall be invoiced monthly or annually in advance as detailed in the Statement of Work; and
 - 8.2.3 all invoices are due and payable by the Customer within 30 days from the date of such invoice.
- 8.3 All Fees are subject to VAT or other tax (if applicable) which will be added on at the appropriate rate and included on the invoice.
- 8.4 The Customer will reimburse the Service Provider for all reasonable expenses (such as travel and accommodation) necessarily incurred by the Service Provider in performing the Contract, subject to production of such supporting documents as the Customer may reasonably require being produced and provided that:
 - 8.4.1 in accordance with any agreed expense policy of the relevant Statement of Work; and
 - 8.4.2 substantiated by suitable receipts when so required.
 - 8.4.3 expenses are chargeable only where expressly permitted by the Order Form and, where required, **pre-approved in writing** and supported by appropriate receipts/evidence.

9 INVOICING, PAYMENT, DISPUTES AND SET-OFF

- 9.1 Invoices will be sent by electronic mail to the email address(es) advised by Customer from time-to-time.
- 9.2 If the Customer, acting in good faith and reasonably, wishes to dispute any part of an invoice it shall:
 - 9.2.1 within ten (10) Business Days of the date of the invoice, contact the Service Provider indicating the reason for such dispute and specifying amount in dispute.
 - 9.2.2 pay the sum not in dispute of the Payment for Invoice on or before its due date.
- 9.3 The parties will co-operate in good faith to resolve any invoice disputes promptly. After resolution, any sum agreed as being due shall be paid within ten (10) Business Days.
- 9.4 If the Customer fails to pay any undisputed amount by the due date, the Service Provider may:
 - 9.4.1 Charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Bank of England, accruing on a daily basis (or statutory late payment interest if higher); and
 - 9.4.2 if such amount is not paid in full within thirty (30) days of written notice being given, suspend the performance of all or any Services and/or Deliverables until payment has been made in full. The imposition of any suspension shall not excuse Customer from its payment obligations.
- 9.5 The Buyer/Customer may exercise any right of set-off, withholding or deduction only to the extent permitted by the Call-Off Contract and applicable law.
- 9.6 Nothing in this Section 9 shall override any payment provisions set out in the Order Form / Call-Off Contract

10 CHANGES AND ADDITIONAL SERVICES

- 10.1 Either Party may from time to time propose changes to the scope, nature or timing of the Services or Deliverables under a Statement of Work (each a Change Request).
- 10.2 Unless the Statement of Work specifies a different mechanism, any Change Request shall be managed as follows (the Change Control Procedure):
 - 10.2.1 the requesting Party shall submit a written Change Request describing the proposed change and rationale.
 - 10.2.2 the Service Provider shall assess the impact of the change on scope, timelines, Fees, Service Levels and other relevant matters and shall provide a written impact assessment.
 - 10.2.3 the Parties shall negotiate in good faith and agree in writing any variation to the Statement of Work before the change is implemented. In urgent cases, the Parties may agree a Change Request by email or other written electronic confirmation from their respective Relationship Managers, with a formal variation to the Statement of Work to follow as soon as reasonably practicable.
- 10.3 Until a change is agreed in writing, the Parties shall continue to perform their obligations under the existing Statement of Work.
- 10.4 The Service Provider shall be entitled to charge for any additional services that are outside the scope of the applicable Statement of Work at the rates set out in that Statement of Work (or, if no such rates are specified, at the Service Provider's then current standard rates), provided that such services have been agreed in writing by the Customer.
- 10.5 Any change to scope, term, pricing or other material terms shall be effective only if agreed and documented in accordance with the Call-Off Contract variation procedure. Email approvals shall not constitute a variation unless expressly permitted by the Call-Off Contract.

11 DATA PROTECTION AND INFORMATION SECURITY

- 11.1 Each Party shall comply with its respective obligations under UK Data Protection Laws in respect of any personal data processed in connection with this Agreement.
- 11.2 To the extent that the Service Provider processes personal data on behalf of the Customer as a processor, the Parties agree that:
 - 11.2.1 the Customer is the controller, and the Service Provider is the processor; and
 - 11.2.2 the provisions of the Data Processing Schedule (Schedule 3) shall apply and form part of this Agreement.
- 11.3 The Service Provider shall implement and maintain appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such data, having regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing.
- 11.4 The Service Provider shall notify the Customer without undue delay upon becoming aware of a personal data breach affecting Customer personal data and shall provide reasonable assistance to the Customer in managing and reporting such breach, in accordance with the Data Processing Schedule.
- 11.5 The Service Provider shall maintain information security policies and procedures appropriate to its business and the nature of the Services and will make high-level details of such policies available to the Customer upon reasonable request.
- 11.6 In the event of any conflict or inconsistency between this clause 11 and Schedule 3 (Data Processing Schedule) in relation to the processing of personal data, Schedule 3 shall prevail.
- 11.7 Security Incidents: The Service Provider shall notify the Buyer/Customer without undue delay (and in any event within the timeframe stated in the Call-Off Contract) upon becoming aware of a Security Incident and shall:
 - 11.7.1 provide reasonable information about the nature and impact of the Security Incident;
 - 11.7.2 take immediate steps to contain, investigate and remediate;
 - 11.7.3 cooperate with the Buyer/Customer and relevant authorities as required; and
 - 11.7.4 provide a written incident report and corrective action plan within a reasonable time.
- 11.8 The Service Provider shall maintain appropriate technical and organisational measures to protect Customer Data and systems used to deliver the Services, consistent with the Call-Off Contract and Schedule 3.

12 CONFIDENTIALITY

- 12.1 Confidential Information means all information of a confidential nature disclosed by or on behalf of one Party (the Disclosing Party) to the other Party (the Receiving Party) in connection with this Agreement, whether in oral, written, electronic or other form, and whether marked as confidential, including business, technical, financial and operational information and Customer Data.
- 12.2 The Receiving Party shall:
- 12.2.1 keep the Disclosing Party's Confidential Information confidential.
 - 12.2.2 not disclose it to any third party except as expressly permitted by this Agreement; and
 - 12.2.3 use it only for the purposes of performing or receiving the Services under this Agreement.
- 12.3 The Receiving Party may disclose Confidential Information:
- 12.3.1 to its and its Affiliates' employees, officers, contractors, advisers and insurers who need to know it for the purposes of this Agreement and who are bound by confidentiality obligations no less strict than those in this Agreement; and
 - 12.3.2 as required by law, court order or regulatory authority, provided that (where lawful) the Receiving Party gives the Disclosing Party prior notice of the requirement.
- 12.4 The obligations in this clause 12 do not apply to information that the Receiving Party can demonstrate:
- 12.4.1 is or becomes publicly available other than through a breach of this Agreement.
 - 12.4.2 was lawfully known to the Receiving Party before disclosure.
 - 12.4.3 is received from a third party without breach of any confidentiality obligation; or
 - 12.4.4 is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.
- 12.5 The obligations in this clause 12 shall survive termination of this Agreement for a period of five (5) years.
- 12.6 FOIA / EIR: The Parties acknowledge that the Buyer/Customer may be subject to FOIA and/or EIR. Nothing in this Agreement shall prevent the Buyer/Customer from complying with its obligations under FOIA/EIR. The Service Provider shall provide reasonable assistance and information to enable the Buyer/Customer to respond to FOIA/EIR requests, in each case in accordance with the Call-Off Contract.
- 12.7 The Buyer/Customer may disclose Confidential Information to its auditors, the National Audit Office (or equivalent), governmental or regulatory bodies, Parliament (where applicable), and professional advisers, provided such recipients are subject to appropriate confidentiality obligations.

13 INTELLECTUAL PROPERTY

- 13.1 Background IPR: Each Party retains all right, title and interest in its Background IPR. Nothing in the Call-Off Contract transfers ownership of a Party's Background IPR to the other Party.
- 13.2 Deliverables IPR: Unless expressly stated otherwise in the Order Form / Statement of Work, all Intellectual Property Rights in Deliverables created by the Service Provider (or its subcontractors) in performing the Services shall vest in and remain the property of the Service Provider.
- 13.3 Licence to Deliverables: Subject to payment of all Fees properly due, the Service Provider grants the Buyer/Customer a perpetual, worldwide, royalty-free, non-exclusive licence to use, copy, modify, adapt and create derivative works of the Deliverables for the Buyer/Customer's internal business purposes and for the purposes of receiving the benefit of, operating, maintaining and supporting the Services and Deliverables.
- 13.4 Licence to Share with Third Parties for Operational Purposes: The licence in clause 13.3 includes the right for the Buyer/Customer to disclose the Deliverables (and permit their use) to third parties who provide services to the Buyer/Customer (including replacement suppliers), strictly to the extent necessary for:
- 13.4.1 integration, operation, support or maintenance of the Buyer/Customer's systems;
- 13.4.2 audit, assurance, compliance or governance; and/or
- 13.4.3 exit, transition and handover to a replacement supplier,
- provided that such third parties are subject to confidentiality obligations no less protective than those in the Call-Off Contract.
- 13.5 Licence to Supplier Background IPR Embedded in Deliverables: To the extent any Service Provider Background IPR is incorporated in, or is necessary to use, the Deliverables, the Service Provider grants the Buyer/Customer a perpetual, worldwide, royalty-free, non-exclusive licence (including the rights in clause 13.4) to use such Background IPR solely to exercise the rights granted in clauses 13.3–13.4.
- 13.6 Customer Materials: The Buyer/Customer grants the Service Provider a non-exclusive licence to use Customer Materials/Customer Data solely to perform the Services in accordance with the Call-Off Contract.
- 13.7 Pre-existing tools and products: For the avoidance of doubt, the Service Provider's Background IPR includes its pre-existing (and independently developed) methodologies, frameworks, templates, accelerators, code libraries, tooling, software applications and know-how, and any general improvements to them that are not created specifically as Deliverables for the Buyer/Customer. Where Deliverables include or depend on any such tools or software applications that are licensed separately, the Buyer/Customer's use shall be subject to the applicable licence terms notified in the Order Form / SOW.
- 13.8 Moral Rights: To the extent permitted by law, the Service Provider shall procure that any moral rights in the Deliverables are waived or not asserted against the Buyer/Customer and its permitted recipients.
- 13.9 No implied transfer: Except as expressly set out in this Section 13, no rights are granted or transferred by implication, estoppel or otherwise.

14 OPEN-SOURCE SOFTWARE

- 14.1 The Services or Deliverables may include or interoperate with open-source software. Where reasonably practicable, the Service Provider shall identify in writing any open-source components that are materially embedded in the Deliverables.
- 14.2 The Customer acknowledges that such open-source software is subject to the relevant open-source licence terms and that, in the event of conflict with this Agreement, those open-source terms may take precedence in respect of the use of the open-source component.
- 14.3 Where the Services or Deliverables include Open-Source Software in a manner that triggers licence obligations, the Service Provider shall, on request, provide the Buyer/Customer with reasonable details of the applicable Open-Source Software and relevant licence terms.

15 WARRANTIES, SERVICE LEVELS AND SERVICE CREDITS

- 15.1 The Service Provider warrants that:
 - 15.1.1 it has and will maintain all licences, consents and permissions necessary to perform the Services; and
 - 15.1.2 it will perform the Services with reasonable skill and care in accordance with Good Industry Practice.
- 15.2 The Service Provider warrants that any Deliverables will, on Acceptance, materially conform to the applicable Acceptance Criteria. The Customer's sole remedy for breach of this warranty shall be as set out in clause 16.6.
- 15.3 Where Service Levels are specified in the Support Services Schedule or a Statement of Work, the Service Provider shall use reasonable endeavours to meet those Service Levels.
- 15.4 Where Service Credits are specified, they shall be the Customer's sole and exclusive financial remedy for the Service Provider's failure to achieve the relevant Service Levels, without prejudice to the Customer's right to terminate under clause 21 in the event of material or persistent failure.
- 15.5 Except as expressly stated in this Agreement, all warranties, representations and conditions (whether express or implied by statute, common law or otherwise) are excluded to the fullest extent permitted by law.
- 15.6 The Service Provider does not warrant that the Services or Deliverables will be error-free or uninterrupted, or that they will meet all the Customer's requirements.
- 15.7 Any Service Credits (if applicable) are without prejudice to any other rights and remedies available to the Buyer/Customer under the Call-Off Contract, except to the extent the Call-Off Contract expressly provides that Service Credits are an exclusive remedy.

16 ACCEPTANCE OF DELIVERABLES

- 16.1 This clause 16 applies to Deliverables that are subject to formal Acceptance as specified in a Statement of Work.
- 16.2 Unless otherwise agreed in a Statement of Work, the Customer shall have an acceptance period of ten (10) Business Days from delivery of a Deliverable (the Acceptance Period) to test the Deliverable against the Acceptance Criteria.
- 16.3 The Customer shall notify the Service Provider in writing before the end of the Acceptance Period whether:
- 16.3.1 it accepts the Deliverable; or
- 16.3.2 it rejects the Deliverable, specifying the material defects that cause the Deliverable to fail the Acceptance Criteria.
- 16.4 If the Customer fails to notify the Service Provider before the end of the Acceptance Period, the Deliverable shall be deemed accepted on the last day of the Acceptance Period.
- 16.5 Where the Customer rejects a Deliverable in accordance with clause 16.3.1, the Service Provider shall, at its own cost, use reasonable endeavours to correct the identified defects and re-deliver the Deliverable for re-testing within a reasonable time. The Customer shall then have a further Acceptance Period to test the corrected Deliverable.
- 16.6 If, after a reasonable number of re-delivery attempts (not less than two), a Deliverable still fails the Acceptance Criteria in a material respect, the Customer may, as its sole and exclusive remedy:
- 16.6.1 accept the Deliverable subject to an appropriate reduction in the Fees agreed between the Parties; or
- 16.6.2 reject the Deliverable, in which case the Service Provider shall refund to the Customer any Fees paid for that Deliverable and, if the Deliverable is critical to the SOW, the Customer may terminate the relevant Statement of Work by written notice.
- 16.7 Acceptance procedures and timelines shall be as set out in the Order Form / Call-Off Contract, and any deemed acceptance concept shall apply only where expressly stated in the Call-Off Contract.

17 INSURANCE

- 17.1 The Service Provider shall maintain the insurances stated in the Order Form / Call-Off Contract (if any), for the term of the Services and for any period thereafter specified in the Call-Off Contract.
- 17.2 17.2 Where not stated in the Order Form, the Service Provider shall maintain insurance levels during the term of this Agreement appropriate insurance cover with a reputable insurer, including (where available and appropriate to its business):
- 17.2.1 professional indemnity insurance with a limit of not less than £1,000,000 per claim; and
- 17.2.2 public liability insurance with a limit of not less than £[2,000,000] per claim,
- in each case with limits of indemnity commensurate with the nature and value of the Services provided.
- 17.3 The Service Provider shall provide evidence of such insurance to the Customer on request.

18 LIMITATION OF LIABILITY

- 18.1 Nothing in the Call-Off Contract excludes or limits liability that cannot be excluded or limited by law.
- 18.2 The Parties agree that the liability provisions (including any caps, exclusions, carve-outs and indemnity treatment) are as set out in the Order Form / Call-Off Contract.
- 18.3 To the extent (and only to the extent) the Call-Off Contract is silent on limitation of liability, the Service Provider's total aggregate liability arising out of or in connection with the Services in any contract year shall not exceed 100% of the Fees paid and payable in that contract year, save for liabilities that cannot be limited by law.

19 INDEMNITIES

- 19.1 Each Party shall indemnify the other to the extent required by the Order Form / Call-Off Contract.
- 19.2 Any indemnity in these Supplier Furnished Terms applies only where consistent with the Call-Off Contract and shall be interpreted accordingly.
- 19.3 The mitigation and conduct of claims provisions in this Section shall apply unless the Call-Off Contract provides otherwise.
- 19.4 **Notification** - The Party seeking to rely on an indemnity under the Call-Off Contract (the Indemnified Party) shall notify the other Party (the Indemnifying Party) as soon as reasonably practicable after becoming aware of any claim, demand or proceedings which may give rise to a claim under the indemnity (a Claim), providing reasonable details of the Claim. Failure to notify promptly shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced by the delay.
- 19.5 **Control of Defence** - Subject to clause 19.6, the Indemnifying Party shall be entitled (at its own cost) to take conduct and control of the defence and settlement of the Claim, provided that it:
- 19.5.1 keeps the Indemnified Party reasonably informed of progress;
 - 19.5.2 consults with the Indemnified Party in relation to strategy and any material steps; and
 - 19.5.3 uses reputable legal advisers reasonably acceptable to the Indemnified Party.
- 19.6 **Indemnified Party Participation and Step-In** - The Indemnified Party may participate in the defence of the Claim at its own cost (without restricting the Indemnifying Party's control). The Indemnified Party may assume conduct and control of the defence of the Claim (and the Indemnifying Party shall provide reasonable assistance at the Indemnifying Party's cost) where:
- 19.6.1 (the Indemnifying Party fails to acknowledge or assume conduct of the Claim within a reasonable time after notification;
 - 19.6.2 the Claim involves allegations of criminal wrongdoing, fraud or wilful misconduct against the Indemnified Party;
 - 19.6.3 the Claim seeks injunctive or equitable relief and the Indemnifying Party does not act promptly to avoid or mitigate such relief; or
 - 19.6.4 the Indemnifying Party's defence would, in the Indemnified Party's reasonable opinion, materially prejudice the Indemnified Party's reputation or its ability to comply with applicable law or a regulator.
- 19.7 **Settlement** - The Indemnifying Party shall not settle or compromise any Claim without the Indemnified Party's prior written consent (not to be unreasonably withheld or delayed) where the settlement:
- 19.7.1 includes any admission of liability or wrongdoing by the Indemnified Party;
 - 19.7.2 imposes any obligation (including confidentiality, restrictions, undertakings, or non-monetary obligations) on the Indemnified Party; or
 - 19.7.3 does not include an unconditional release of the Indemnified Party in respect of the Claim (to the extent available).
- 19.7.4 For all other settlements, the Indemnifying Party may settle the Claim provided it consults in good faith with the Indemnified Party.
- 19.8 **Cooperation** - The Indemnified Party shall provide reasonable cooperation (including access to relevant documents and witnesses) in relation to the defence and settlement of the Claim, at the Indemnifying Party's cost, provided such cooperation does not materially disrupt the Indemnified Party's business or breach legal obligations.

19.9 Mitigation - Each Party shall take reasonable steps to mitigate any losses arising from a Claim. The Indemnifying Party shall not be liable for any losses to the extent caused by the Indemnified Party's failure to mitigate.

20 IPR INDEMNITY

20.1 The Service Provider shall, subject to 20.2, indemnify the Buyer/Customer against losses arising from any third-party claim that the receipt or use of the Deliverables infringes that third party's Intellectual Property Rights, to the extent such indemnity is not already provided in the Call-Off Contract.

20.2 The indemnity in 20.1 does not apply to the extent the claim arises from:

20.2.1 Customer Materials or Customer Data;

20.2.2 use of Deliverables other than in accordance with the Call-Off Contract;

20.2.3 modification of Deliverables by anyone other than the Service Provider (or its subcontractors) without the Service Provider's approval; or

20.2.4 combination with items not provided by the Service Provider, where the infringement would not have occurred but for such combination.

20.3 If an infringement claim is made or is likely, the Service Provider may (at its option): procure the right to continue using the affected Deliverable; modify or replace it so it is non-infringing; or if neither is reasonably practicable, terminate the affected part of the Services and refund any Fees paid in advance for the undelivered portion (subject to the Call-Off Contract).

21 TERMINATION AND CONSEQUENCES

- 21.1 Either Party may terminate this Agreement by giving the other Party not less than ninety (90) days' written notice, such termination to take effect at the end of the Initial Term or then-current Renewal Term.
- 21.2 Either Party may terminate this Agreement or any Statement of Work immediately by written notice if the other Party:
 - 21.2.1 commits a material breach of this Agreement or the relevant Statement of Work which, if capable of remedy, is not remedied within thirty (30) days after receiving written notice specifying the breach and requiring it to be remedied; or
 - 21.2.2 becomes insolvent, enters into liquidation or administration, or has a receiver or similar officer appointed over any of its assets, or ceases to carry on business.
- 21.3 The Customer may terminate an individual Statement of Work for convenience by giving not less than ninety (90) days' written notice to the Service Provider, subject to paying:
 - 21.3.1 all Fees for Services performed up to the effective date of termination; and
 - 21.3.2 an early termination charge equal to three (3) months of the average monthly Fees payable under that Statement of Work, calculated by reference to the Fees in the three full calendar months immediately preceding the notice of termination (or, if the Statement of Work has been in force for less than three months, by reference to the agreed monthly Fees).
 - 21.3.3 No early termination charge shall be payable where the Customer terminates a Statement of Work pursuant to clause 21.2.1 (material breach by the Service Provider).
- 21.4 Upon termination or expiry of this Agreement:
 - 21.4.1 all Statements of Work shall terminate automatically, unless the Parties expressly agree otherwise in writing.
 - 21.4.2 the Customer shall pay all outstanding Fees due for Services performed up to the effective date of termination.
 - 21.4.3 each Party shall, at the other Party's option, return or securely destroy the other Party's Confidential Information (including Customer Data) in its possession, subject to any legal or regulatory retention requirements; and
 - 21.4.4 the Service Provider shall, upon the Customer's written request made within thirty (30) days of termination, provide reasonable transition assistance to enable the Customer to migrate to an alternative supplier, on a time and materials basis at the Service Provider's then-current rates.
 - 21.4.5 Clauses which by their nature are intended to survive termination (including clauses 8.3, 9.4, 11, 12, 13, 15, 17, 18, 19, 20, 21.4, 22, 23, 24 and 25) shall survive termination or expiry of this Agreement.

22 NON-SOLICITATION

- 22.1 During the term of this Agreement and for twelve (12) months thereafter, neither Party shall, without the prior written consent of the other Party, solicit or engage any employee or contractor of the other Party who has been materially involved in the provision or receipt of the Services.
- 22.2 If a Party breaches clause 22.1, it shall pay the other Party an amount equal to one hundred and twenty-five percent (125%) of the gross annual remuneration of the relevant employee or contractor as liquidated damages. The Parties agree that this sum is a genuine pre-estimate of the loss likely to be suffered and not a penalty.

23 COMPLIANCE

- 23.1 Each Party shall comply with all applicable laws and regulations in connection with the Call-Off Contract.
- 23.2 The Service Provider shall comply with the UK Data Protection Laws and the Data Processing Schedule (Schedule 3).
- 23.3 FOIA/EIR: The Service Provider shall provide reasonable assistance required for the Buyer/Customer to comply with FOIA/EIR (see Section 12.6).
- 23.4 The Service Provider shall maintain appropriate policies and procedures relating to anti-bribery and corruption, modern slavery, and equality/non-discrimination, and shall provide copies or summaries on request where reasonably required for Buyer governance purposes.
- 23.5 Where the Call-Off Contract requires compliance with specific government security policies, standards, vetting or clearance levels, the Service Provider shall comply with those requirements as stated in the Order Form.

24 AUDIT AND RECORDS

- 24.1 The Service Provider shall maintain complete and accurate records relating to the performance of the Services and any Fees/charges for the period required by the Call-Off Contract (or, if not stated, for six (6) years from expiry/termination).
- 24.2 The Buyer/Customer (and its auditors and regulators) may audit the Service Provider's compliance with the Call-Off Contract (including information security, data protection and financial records relevant to charges) on reasonable notice and during normal business hours, provided that audits shall be conducted in a manner intended to minimise disruption to the Service Provider's business.
- 24.3 The Buyer/Customer shall bear its own audit costs unless the audit reveals a material breach, in which case the Service Provider shall reimburse the Buyer/Customer's reasonable costs to the extent permitted by the Call-Off Contract.

25 NOTICES AND GENERAL

- 25.1 Notices. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid recorded delivery post, or sent by email to the addresses and email addresses set out below (or to such other address as a Party may notify in writing):

For the Service Provider:

Address: 142 Cromwell Road, London, England, SW7 4EF

Email: accounts@7dxperts.com

FAO: Account Executive/Relationship Manager

For the Customer:

Address: [Customer Address]

Email: [Customer Email Address]

FAO: [Customer Relationship Manager]

- 25.2 Notices shall be deemed to have been received:

25.2.1 if delivered by hand, on signature of a delivery receipt.

25.2.2 if sent by pre-paid recorded delivery post, at 9.00 a.m. on the second Business Day after posting; and

25.2.3 if sent by email, at the time of transmission, provided that no bounce-back or similar error message is received.

25.3 Assignment. Neither Party may assign, transfer or otherwise deal with its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, except that either Party may assign this Agreement to an Affiliate or to a successor in connection with a merger, acquisition or sale of all or substantially all of its assets.

25.4 Entire Agreement. This Agreement, together with its Schedules and Statements of Work, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, proposals and understandings. Each Party acknowledges that it has not relied on any statement, promise, representation or warranty not set out in this Agreement.

25.5 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by authorised representatives of both Parties.

25.6 No Partnership. Nothing in this Agreement is intended to or shall operate to create a partnership, joint venture or agency relationship between the Parties.

25.7 Publicity

25.7.1 The Service Provider shall not make any public announcement or press release, or use the Buyer/Customer's name, logos or trademarks, relating to the Call-Off Contract without the Buyer/Customer's prior written consent, save where disclosure is required by law (including FOIA/EIR) or the Call-Off Contract.

25.8 Assignment

25.8.1 Neither Party may assign or transfer the Call-Off Contract except as permitted by the Call-Off Contract or with the other Party's prior written consent (not to be unreasonably withheld or delayed).

25.9 Force Majeure. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (Force Majeure Event). The affected Party shall notify the other Party as soon as reasonably practicable and use reasonable endeavours to mitigate the effect of the Force Majeure Event.

25.10 Third Party Rights. No person other than a Party to this Agreement has any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

25.11 Severance. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the Parties' original intent.

25.12 Costs. Each Party shall bear its own costs and expenses relating to the negotiation and execution of this Agreement.

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

25.14 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Duly executed by the Parties

SIGNED FOR AND ON BEHALF OF
7Dxperts UK Limited

SIGNED BY AND ON BEHALF OF
[Customer]

Signature:

Signature:

Name: Shariq Wagener

Name: [Customer Authorised Signatory]

Title:
Director

Title:
[Customer Authorised Signatory Title]

Date:

Date:

SCHEDULE 1 – CALL-OFF / STATEMENT OF WORK TEMPLATE (G-CLOUD 15 LOT 3 CLOUD SUPPORT)

This Statement of Works (SOW) is a Statement of Work to the Services Framework Agreement number MM/CCYY/XX effective as of [Effective Date] between 7Dxperts UK Limited (“Service Provider”) and [Customer] (“Customer”). The terms and conditions of the Provision of Services Framework Agreement shall apply unless specifically varied in this SOW.

NOTES:

1. *The information contained in the paragraphs below is not exhaustive; it represents an example of some of the areas which need to be considered when defining the scope of the services.*

2. *A SOW must always be issued and will be the definitive work instruction for activities undertaken by the Service Provider against the Services Frame Agreement.*

1. CONTACT INFORMATION

1.1. Service Provider

Contact Name	
Phone Number	
e-mail	

1.2. Customer

Contact Name	
Phone Number	
e-mail	

2. DELIVERABLES

2.1. Service to be delivered

Service description (Reference)

Location(s) at which the Service is to be delivered

2.2. Documentation

What documentation is to be completed?

3. DETAILED RESPONSIBILITIES

3.1. Service Provider

- *Materials to be supplied?*
- *Activities to be carried out?*
- *Progress reports?*
- *Capture of service performance data?*

3.2. Customer

- *Documentation to be supplied?*
- *Equipment to be supplied?*
- *Support escalation arrangements to be followed.*
- *Any required vendor s/w maintenance that must be up to date*

4. SECURITY & ACCESS REQUIREMENTS

- 4.1. [Specify required clearance (if any), access windows, environments, tenancy/subscription ownership, and buyer security policies.]

5. DATA HANDLING

5.1. [Confirm data classification, permitted processing, locations, sub-processors, and any specific security controls.]

6. EXIT/TRANSITION

6.1. [Offboarding tasks: removal of access, handover of runbooks, documentation, knowledge transfer sessions, data return/deletion confirmations.]

7. COMPLETION CRITERIA

- *What will constitute completion of the SOW?*
 - *Customer acceptance sign off?*
 - *Completion of a check list?*
 - *Service management fault clearance details?*

8. SPECIAL TERMS

- Each document will pass through a single review cycle and Customer will need to provide comments within 1 week of issue of any document. Service Provider will incorporate comments where appropriate to respond to comments if this does not require an update to the document.
- *Automatic renewal of support*
- *Security clearance required?*
- *Health and Safety?*
- *Official Secrets?*
- *IPR Ownership?*
- *Personal data processing details and any data residency/security requirements (to be read with Schedule 3).*

9. PROJECT DELAYS

- 9.1. Any prolonged delay in the implementation of the project for reasons beyond those in Service Provider's control may result in either additional charges or rescheduling of Service Provider resources. The reasons for these charges may include, but are not limited to:
- 9.1.1. Delay in receiving the required information from the customer.
 - 9.1.2. Unanticipated hardware, database or server issues.
 - 9.1.3. Technology changes.
 - 9.1.4. Extended support of user testing.
 - 9.1.5. Troubleshooting assistance on back-end data systems.
- 9.2. Additional charges will be covered by a Change Request that will be presented to the customer for approval.
- 9.3. If project delays prevent Service Provider from moving forward with the project implementation, the project may be placed "on hold" until required information and / or technical support is available. The project team may be re-assigned if the project is placed "on hold." When the project resumes, the project schedule will be revised and communicated to all parties involved; two weeks of lead time will be required to recommence the project.
- 9.4. This process will be managed through Change Request.

10. FEES AND PAYMENT

- 10.1. Rate Card – as per Schedule 4 of the Framework Agreement
- 10.2. Fees
 - *Breakdown to be provided for each Statement of Work*
- 10.3. Payment Terms
 - *Requirements if different from the Main Agreement*

11. CHANGE CONTROL PROCESS

- 11.1. Either Party may request changes to the Project within the general scope of this Statement of Work. All such change requests will be processed according to the Change Control Process outlined in this section
- 11.2. A Change may result in amendment of the price and/or timeframe current for the project defined by this Statement of Work. All Change will be administered via the Change Control Process as summarised within this section.
- 11.2.1. Customer provides the Service Provider Project Manager written notice of the requested change, according to the form given in the Framework Contract.



- 11.2.2. Service Provider will evaluate the requested change and will attempt to inform Customer within five (5) business days whether the requested change falls within or outside the scope of this Statement of Work. If the requested change is out-of-scope, Service Provider will inform Customer whether Service Provider will propose a solution within the terms of this Agreement.
- 11.2.3. If Customer and Service Provider agree to proceed with the development of a solution, Customer will complete a specific detailed requirement statement, and the parties will use reasonable efforts to review and approve the scope and details of implementing the proposed solution.
- 11.2.4. Service Provider will communicate to Customer in writing any one-time and/or recurring additional charges related to the proposed solution and any amendments to this Agreement as a result of the proposed solution
- 11.2.5. Following Customer's acceptance of any one-time and/or recurring charges and any amendment to this Agreement notified by Service Provider to Customer, Service Provider will implement the agreed-upon changes.
- 11.2.6. Implementation of any change agreed in accordance with the above Change Management Procedure shall be subject to the Acceptance procedure detailed in the Agreement.
- 11.2.7. Where Service Provider requests a change, the process above will effectively start at step 2

12. SOW ACCEPTANCE

7Dxperts UK Limited	[Customer]
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 2 – SUPPORT SERVICES & SLAS

1. Support Hours

Standard support hours: [e.g. 09:00–17:30 UK time, Monday–Friday, excluding UK public holidays].

2. Contact Channels

Primary: [support email / ticketing portal]

Emergency: [phone, if applicable].

Severity Levels & Response Targets

Priority	Example Description	Target Time	Response	Target Workaround / Resolution*
P1	Production system down, critical business impact	1 Business Hour		Workaround asap; aim same day
P2	Major functionality impaired, workaround available	4 Business Hours		Within 2 Business Days
P3	Minor issue, query or request for information/change	1 Business Day		As agreed / next release

*Resolution times are targets only and not guaranteed.

3. Included Activities

Incident triage, investigation and workaround guidance

Liaison with Customer's internal or cloud/platform teams where agreed

Minor configuration changes as agreed

Advice and guidance on use of Deliverables

4. Exclusions

Issues caused by:

Customer's network, hardware or non-supported software.

unauthorised changes by the Customer.

failure of third-party platforms or cloud providers beyond the Service Provider's reasonable control.

New feature development or material enhancements (chargeable Professional Services).

5. Security Incident Handling

If an Incident is a Security Incident, the Service Provider will follow Section 11.7 notification and cooperation requirements and prioritise containment and remediation.

6. Service Credits (optional)

Service Credits (if applicable) are applied as set out in the Order Form and are without prejudice to other rights/remedies unless the Call-Off Contract expressly provides otherwise.

SCHEDULE 3 – DATA PROCESSING SCHEDULE (DPA)

- 1. Roles**
 - 1.1. For the purposes of UK Data Protection Laws, the Customer is the controller, and the Service Provider is the processor in respect of personal data processed under this Agreement.
- 2. Subject Matter, Duration, Nature and Purpose of Processing**
 - 2.1. Subject matter: Processing of personal data as required to provide the Services and Deliverables under the Agreement.
 - 2.2. Duration: For the term of the Agreement and any retention period permitted under the Agreement.
 - 2.3. Nature and purpose: Storage, organisation, analysis, transmission and other processing necessary to deliver data and analytics solutions, support services and related activities.
 - 2.4. Types of personal data: [e.g. employee identifiers, business contact details, usage logs etc., as specified in each SOW].
 - 2.5. Categories of data subjects: [e.g. Customer employees, contractors, end-users, customers].
- 3. Processor Obligations**
 - 3.1. The Service Provider shall:
 - 3.1.1. process personal data only on documented instructions from the Customer, unless required to do so by law.
 - 3.1.2. ensure persons authorised to process the personal data are subject to confidentiality obligations.
 - 3.1.3. implement appropriate technical and organisational measures as required by Article 32 UK GDPR.
 - 3.1.4. assist the Customer, insofar as possible, by appropriate technical and organisational measures, to respond to data subjects' rights requests.
 - 3.1.5. assist the Customer in ensuring compliance with Articles 32–36 UK GDPR, taking into account the nature of processing and the information available to the Service Provider.
 - 3.1.6. at the choice of the Customer, delete or return all personal data to the Customer after the end of the provision of Services relating to processing, and delete existing copies unless applicable law requires storage; and
 - 3.1.7. make available to the Customer all information reasonably necessary to demonstrate compliance and allow for audits in accordance with clause 24 of the Agreement.
- 4. Sub-Processors**
 - 4.1. The Customer authorises the Service Provider to appoint sub-processors to support provision of the Services, provided that:
 - 4.1.1. the Service Provider imposes data protection obligations on sub-processors that are at least as protective as those in this Schedule; and
 - 4.1.2. the Service Provider remains liable to the Customer for the acts and omissions of sub-processors.
 - 4.2. The Service Provider shall maintain a list of current sub-processors and notify the Customer of any intended changes, giving the Customer an opportunity to object on reasonable grounds. If the Customer reasonably objects and the Parties cannot agree a solution, either Party may terminate the affected Services on written notice.
 - 4.3. The Service Provider shall notify the Buyer/Customer in advance of any intended change to sub-processors and allow the Buyer/Customer to object on reasonable grounds in accordance with the Call-Off Contract.
- 5. International Transfers**
 - 5.1. The Service Provider shall not transfer personal data outside the UK (or permit such transfer) unless:
 - 5.1.1. the transfer is to a country or territory that is subject to an adequacy regulation under UK Data Protection Laws; or
 - 5.1.2. appropriate safeguards are in place, such as the UK's International Data Transfer Addendum (IDTA) or standard contractual clauses, and data subjects have enforceable rights and effective legal remedies.
- 6. Security and Breach Notification**
 - 6.1. The Service Provider shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

- 6.2. In the event of a personal data breach affecting Customer personal data, the Service Provider shall notify the Customer without undue delay after becoming aware of the breach and shall provide sufficient information to enable the Customer to meet any obligations to report or inform data subjects of the personal data breach.
- 6.3. Security Incident definition and notification timescales should mirror Section 11.7 and any Call-Off requirement.

SCHEDULE 4 – PROFESSIONAL SERVICE RATES

Rates apply only where the Order Form permits time and materials charging. Where the Call-Off Contract requires use of framework maximum day rates (or other capped rates), those Call-Off rates prevail.

1. Application of this Schedule

- 1.1. Unless otherwise stated in the relevant Statement of Work, the Fees for the Services shall be calculated on a time and materials basis in accordance with this Schedule and the rate card set out in paragraph 3 below (the Rate Card).
- 1.2. Where a Statement of Work specifies different rates, minimums or charging structures, those specific provisions shall apply to that Statement of Work only and shall take precedence over this Schedule.
- 1.3. References in this Schedule to Onshore resources are to personnel principally based in the United Kingdom (or such other country as may be agreed in a Statement of Work). References to Offshore resources are to personnel principally based outside that country.
- 1.4. References to Standard Rates are to the Service Provider's default day rates for professional services. References to [Customer] Rates are to discounted day rates which may be agreed between the Parties for specified engagements or Statements of Work.

2. Working Time, Day and Week

- 2.1. Working Day - A Working Day is defined as eight (8) working hours, exclusive of travel time and lunch breaks.
- 2.2. Working Week - A Working Week is defined as Monday to Friday inclusive, excluding UK bank and public holidays, unless otherwise agreed in a Statement of Work.
- 2.3. Working Hours - Standard Working Hours are 08:00 to 17:00 (local time for the consultant's primary work location), Monday to Friday. Work required outside these hours, on weekends or on public holidays may be subject to an uplift or premium, if specified in the relevant Statement of Work.
- 2.4. Hourly Charging and Pro-Rata - Where work is performed for less than a full Working Day, Fees shall be calculated on a pro-rata basis in one-eighth (1/8) day increments, corresponding to one (1) hour per increment, subject always to the minimum charges in paragraph 2.5.
- 2.5. Minimum Charges
 - 2.5.1. For work undertaken remotely, a minimum of one half (1/2) Working Day shall be chargeable for each day on which any Services are provided.
 - 2.5.2. For work undertaken on-site at a Customer location (or other location requested by the Customer), a minimum of one (1) full Working Day shall be chargeable for each day on which any Services are provided on-site.
- 2.6. Travel Time
 - 2.6.1. Unless otherwise agreed in a Statement of Work, reasonable travel time required to attend the Customer's premises or other agreed locations may be chargeable at up to the applicable hourly rate, subject to any caps or conventions set out in the relevant Statement of Work.
 - 2.6.2. Travel time within standard Working Hours may, where agreed, be treated as part of the Working Day for charging purposes.

3. Rate Card

- 3.1. Subject to the provisions of this Schedule and the Agreement, the following day rates (exclusive of VAT and other applicable taxes) shall apply for Services performed by the Service Provider's personnel:
- 3.2. All rates are per consultant per Working Day (8 hours), unless otherwise stated.

UK Onshore (SFIA-aligned)

SFIA Level	Strategy & Architecture	Business Change	Solution Development & Implementation	Delivery & Operations / QA	Relationship & Engagement
7 (Strategy, Inspire & Mobilise)	£1150 (Enterprise Architect)	—	—	—	£1200 (Programme Director)
6 (Initiate, Influence)	£950 (Platform Architect)	—	—	—	£1000 (Programme Manager)
5 (Ensure, Advise)	£850 (Solution Architect)	—	£900 (Senior Engineer)	—	£900 (Project Manager)
4 (Enable)	—	£750 (Business Analyst)	£800 (Engineer / Platform / Cloud-Data-DevOps)	£700 (Test Manager/Release Manager/Service Manager)	—
3 (Apply)	—	£650 (Data Culture Consultant)	—	—	—
2 (Assist)	—	—	—	—	—

Offshore (SFIA-aligned)

SFIA Level	Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management / QA	Relationship & Engagement
5 (Ensure, Advise)	£650 (Solution Architect)	—	—	—	—
4 (Enable)	—	£450 (Business Analyst)	£450 (Senior Engineer, ML / Platform Engineer, Visualisation Engineer)	£450 (Test Manager/Release Manager/Service Manager)	£650 (Delivery Manager)
3 (Apply)	—	£350 (Technical Analyst)	£350 (Engineer)	£350 (Senior Test Analyst/Lead)	—
2 (Assist)	—	—	£295 (Junior Engineer)	£295 (Test Analyst)	—

3.3. The Parties may agree in a Statement of Work to apply different rates, blended rates or role descriptions for a specific engagement. Any such agreed rates shall apply only for the duration and scope specified in that Statement of Work.

3.4. Where a resource's role or responsibilities materially change during an engagement (for example, promotion from Developer to Senior or assumption of lead/architect responsibilities), the Parties shall agree in writing any corresponding rate adjustment, which shall take effect from the date of such change.

3.5. Where a rate is not specified for a role, the Supplier is not able to offer a role for the Customer.

4. Expenses, Travel and Subsistence

4.1. All Fees are exclusive of travel, accommodation and subsistence expenses, which shall be chargeable to the Customer in accordance with this paragraph 4 unless expressly stated otherwise in a Statement of Work.

4.2. Travel and Subsistence at Cost

4.2.1. Travel and subsistence expenses reasonably and properly incurred by the Service Provider in the performance of the Services shall be re-charged to the Customer at cost, without mark-up.

4.2.2. Such expenses may include, by way of example, standard class rail or air fares, hotel accommodation, taxis or public transport, mileage, parking, and reasonable subsistence.

4.3. Approvals and Evidence

- 4.3.1. Where practicable, the Service Provider shall seek the Customer's prior approval for any exceptional or high-cost travel or accommodation.
- 4.3.2. The Service Provider shall maintain appropriate receipts or other evidence for expenses claimed and shall provide copies to the Customer on reasonable request.
- 4.4. Travel Class and Policy - Unless otherwise agreed in a Statement of Work:
 - 4.4.1. flights shall typically be booked in economy class.
 - 4.4.2. rail travel shall typically be booked in standard class; and
 - 4.4.3. hotel accommodation shall be of a reasonable business standard.
- 5. Currency and Taxes**
 - 5.1. All rates in this Schedule are stated in pounds sterling (GBP £).
 - 5.2. All Fees and expenses are exclusive of VAT and any other applicable local taxes, duties or withholdings, which (where applicable) shall be payable by the Customer in addition at the prevailing rate.
 - 5.3. If any withholding or deduction is required by law from payments made by the Customer, the Customer shall gross up the payment so that the Service Provider receives the same amount it would have received had no such withholding or deduction been required, unless otherwise agreed in the main body of the Agreement
- 6. Indexation and Rate Review**
 - 6.1. The rates set out in this Schedule are subject to annual indexation.
 - 6.2. On each anniversary of the Effective Date of the Agreement, the day rates in paragraph 3 shall automatically increase by a percentage equal to the percentage increase (if any) in the UK Retail Prices Index (All Items) as published by the Office for National Statistics (or any successor body) over the most recent 12-month period for which data is available prior to the anniversary.
 - 6.3. If the Retail Prices Index (All Items) is replaced or materially changed, the Parties shall agree in good faith an alternative official UK inflation index that most closely reflects the original intent of this clause.
 - 6.4. If the relevant index shows a negative movement (deflation) over the relevant period, no automatic reduction in rates shall apply unless expressly agreed between the Parties in writing.
 - 6.5. The Service Provider may, in addition to the automatic indexation, propose changes to the Rate Card from time to time to reflect material changes in market conditions, skills mix or role definitions. Any such change shall only take effect for the Customer where agreed in writing (for example, as part of a new Statement of Work or a contract variation).
- 7. Priority and Changes to this Schedule**
 - 7.1. In the event of any conflict between this Schedule and the main body of the Agreement, the main body of the Agreement shall prevail, except where the conflict relates solely to rates or charging mechanics for the Services, in which case this Schedule shall prevail unless a Statement of Work expressly states otherwise.
 - 7.2. Any amendment to the Rate Card or other terms of this Schedule shall be effective only if agreed in writing and signed by authorised representatives of both Parties or as otherwise permitted by the Agreement.