

Terms and Conditions for Mood Enterprise

Introduction

A. **Mood Enterprise** includes the following options (the Customer must select at least two of these options):

1. Licence to **Mood Business Architect** (MBA) and/or **Mood Active Enterprise** (MAE) – a fixed number of licences; and/or
2. **Mood managed service** – a fixed number of enhanced support days; and/or
3. **Mood professional services** – a fixed number of consultancy days.

B. The applicable G cloud Order Form/Call-Off Contract between CACI and the Customer shall set out which of the above options (1), (2) and/or (3) applies, and in addition:

- In the case of option (1), the number and type of licences;
- In the case of option (2), the number of support days; and
- In the case of option (3), the number of consultancy days.

C. Any additional details shall be set forth in the relevant annexes/appendices of the applicable terms and conditions listed in section E below.

D. The pricing applicable to options (1), (2) and (3) above shall be as published on Digital Marketplace.

E. The following terms and conditions shall apply to the exclusion of all other terms and conditions:

- In the case of option (1), see Schedule A to this document;
- In the case of options (2) and (3), see Schedule B to this document.

Schedule A

Terms and Conditions for Mood Business Architect, Mood Active Enterprise Software and Related Services

1 Scope - The provision, by CACI Limited ("CACI") to the Client, of the licence to use CACI's proprietary software ("Software"), third party proprietary software ("Third Party Software"), maintenance, support, hosting and/or consultancy services ("Services") and any related documentation ("Documentation"), as specified in the agreed order form ("Order Form"), is pursuant to these Terms and Conditions, and where Third Party Software forms all or part of the deliverables, shall include any applicable end user licence terms either referred to in the Order Form or otherwise notified to the Client (the "EUL"). The Order Form, these Terms and Conditions and any EUL shall together constitute the "Agreement". Any Order Form that has not been signed by the Client shall nonetheless be treated as having been accepted by the Client if the Client has permitted or agreed to CACI commencing the work described therein. The time of provision of the Services shall not be of the essence of this Agreement. The Client undertakes to provide a Purchase Order reference number in a timely manner, on or before entering into the Agreement.

2 Fees and Expenses - "Effective Date" means the earlier of the Licence Commencement Date set out in the Order Form, the date of shipment of the Software or the date of installation of the Software. The Client shall pay CACI the Annual Licence and Maintenance Fees in respect of the Software as set out in the Order Form, to be invoiced on or around the Effective Date and thereafter 30 days prior to each anniversary of the Effective Date. In addition, the Client shall pay CACI Services Fees on a fixed fee or time and materials basis at the daily rates, as set out in the Order Form. The Services Fees are based on a 7.5 hour working day. Any additional hours may be charged extra. Any agreed evening work, Saturdays, Sundays and Bank/Public Holidays will be charged at double time. CACI shall invoice the Client for the Services Fees either in advance in accordance with an agreed payment schedule detailed in the Order Form or monthly in arrears. Unless otherwise agreed all fees are exclusive of expenses. All reasonably necessary expenses including subsistence and travel incurred by CACI in the performance of its duties will be invoiced at cost unless otherwise agreed. All invoices under this Agreement shall be payable within thirty (30) days of the date of each invoice. For the second and each succeeding year of the term of the Agreement, the Annual Licence and Maintenance Fees may be increased by no more than the percentage increase in the RPI published by the Office of National Statistics or any successor Ministry or Department for the calendar month preceding the relevant anniversary date of the Effective Date.

3 Warranty and Acceptance - CACI warrants that the Services will be performed with reasonable care and skill and by competent and qualified personnel so that the Services conform to standards generally accepted in the information technology industry. The Client shall report any deficiencies in the Services to CACI in writing within 14 days of provision of the Services. If the Client fails to do so, the Client shall be deemed to have accepted the Services. The warranties, conditions or other terms stated in this Agreement are to the extent permitted by law in lieu of all others whether express or implied, including without limitation any implied warranties or conditions of satisfactory quality and fitness for a particular purpose all of which are expressly excluded.

4 Client's Obligations - The Client will provide suitable facilities, administration, support and services free of charge. If CACI is delayed or precluded from starting or continuing to work due to the non-availability of the Client's personnel, records, data, computers or any other cause within the control of the Client, CACI reserves the right to charge for any period of delay. The Client is responsible at all times for maintaining adequate backup tapes and for implementing safeguards to protect data and/or software contained in electronic memories or other devices.

5 Liability - Neither party excludes or limits liability for death or personal injury or fraud or fraudulent misrepresentation. CACI shall not be liable to the Client for any indirect or consequential loss, or for any loss of revenue (indirect or direct), loss of profits (indirect or direct), loss of business or goodwill, loss of, damage to, or corruption of data or loss of availability of data, howsoever caused and even if such loss was reasonably foreseeable or CACI had been advised of the possibility of the Client suffering such loss. Notwithstanding any other term in this Agreement, CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of this Agreement shall not exceed an amount equal to 125% of the total fees paid or payable by the Client under the Order Form that is the subject of a claim. Notwithstanding the foregoing, CACI shall not be liable to the Client for any loss, damage, cost or expense arising out of any failure by the Client to keep full and up-to-date security copies of software and data in accordance with best computing practice.

6 Confidential Information - "Confidential Information": all information, data or material of whatsoever nature in any form which is necessary for either party to disclose to the other pursuant to this Agreement and anything the receiving party creates which is derived from or based upon the information data or materials disclosed to it by the disclosing party. It shall not include any information or materials which: (a) are in or enter into the public domain (other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information); (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party; (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party; or (d) are required to be disclosed by law or regulatory authority. The receiving party agrees that it shall: (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of the disclosing party as confidential; (c) not, without the express written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, agreed subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by similar confidentiality and non-use obligations; and (d) comply as soon as practicable with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession.

7 Licence Grant and Proprietary Rights - The Client shall procure that individual users of the Software (including its employees and contractors) comply with this Clause 7 and the Client shall be liable for any loss arising out a breach of this Clause 7 by such individual users. Unless otherwise agreed in writing, the Client shall be entitled to a non-exclusive, non-transferable licence for the term (as set out in the Order Form) to use the Software, the Third Party Software (subject to the terms and conditions set out in the applicable

EUL) and Documentation for its own internal purposes upon payment in full of all fees as detailed in the Order Form. Subject to the terms of any applicable EUL, the Client may make one copy of any deliverable for disaster recovery purposes, another copy for the Client's internal testing and training use and a reasonable number of backup copies exclusively for inactive archival purposes only. Except as set forth herein, the Client shall not reproduce the Software, in whole or in part. All titles, trademark symbols, copyright symbols and legends and other proprietary markings incorporated in, marked on, or affixed to any Software must be reproduced by the Client on every copy of all or any part of the Software and shall not be altered, removed or obliterated. The Client shall not modify the Software. The Client will not reverse engineer, disassemble or decompile the Software except and in so far as is necessary to achieve interoperability with another independently created computer program and provided that CACI was asked in writing to provide the information necessary to achieve the interoperability of an independently created computer program with the Software and failed to do so within a reasonable period of time. The copyright and all other intellectual property rights in the Software shall remain vested in CACI and its licensors. The Client shall use the Documentation for internal purposes only and in any event for the purposes of the Agreement. The Client shall not misuse or disclose the Documentation to any third party. Notwithstanding the foregoing, the Client shall at all times retain all rights, title and interest in any and all of its proprietary software and hardware, information and Confidential Information existing prior to the Effective Date of each applicable Agreement ("Client's Property"). The Client grants CACI a non-exclusive licence to use the Client's Property solely for the purpose of performing any Services.

8 Term and Termination - Each Agreement made pursuant to these Terms and Conditions shall commence on the Effective Date and shall continue for the Initial Term detailed in the Order Form and thereafter, unless either party gives the other party no less than 90 days' written notice to terminate, such notice to expire on the third anniversary of the Effective Date or any subsequent anniversary thereafter. For an Order Form relating to consultancy Services only, the Agreement shall continue from the Effective Date until the date of delivery of the last deliverable or completion of the consultancy Services. The resource commitment and delivery plan in line with any project schedule agreed during project mobilisation shall apply. CACI will allocate resources to deliver the Software and Services in line with said project schedule. In the event of a delay outside of CACI's control that results in the cancellation or postponement of said allocated resources, CACI will use reasonable endeavours to re-assign the resources to other project work. If it is not reasonably practicable to re-assign such resources CACI reserves the right to invoice the Client for any cancelled/postponed days in whole or part plus any expenses already incurred (said invoice for the cancelled/postponed days and expenses shall be in addition to any charges due for the delivery of the Services). Any other material changes to the project schedule shall require the written agreement of authorised representatives of both parties (the Client accepts that any such changes may affect the fees payable under Clause 2 above). In the event either party materially breaches any of its obligations in this Agreement (which breach has not been remedied within 30 days after written notice is given to the defaulting party specifying the breach) or if the Client fails to pay CACI any amount required to be paid under this Agreement, the party not in default may by written notice terminate the Agreement with immediate effect. On termination of this Agreement (howsoever arising), the Client shall immediately pay to CACI: (i) all outstanding unpaid invoices and interest; (ii) in respect of Services and Software which has been supplied but not yet invoiced for, CACI shall submit an invoice which shall be payable by the Client immediately; and (iii) the remainder of the fees that would have otherwise been payable

had the Agreement not terminated, provided always that this subclause (iii) shall not apply where termination arises as a result of an act and/or omission of CACI. The parties' rights and obligations under Clauses 2, 3, 4, 5, 6, 7, 8 and 10 shall survive termination of this Agreement. Termination shall not limit either party from pursuing any other remedies available to it. CACI reserves the right to deactivate the Software remotely upon termination of any Agreement and/or to demand written certification of the deletion of the Software from any and all systems of the Client.

9 Force Majeure - Neither party shall be responsible or liable for any damage, delay or failure in the performance of its obligations hereunder (except failure to pay) caused by strike, fire, storm, flood, explosion, power failure, war, riot, acts of terror, act of government or of public or local authority or by any cause beyond its reasonable control.

10 General - All notices to be given hereunder shall be given in writing to the recipient at the address as either party may designate by notice to the other. Any concession or indulgence made by either party shall not be considered as a continuing waiver of its rights. This Agreement may not be transferred or assigned in whole or in part by the Client without the prior written consent of CACI. This Agreement supersedes any previous understandings between the parties and constitutes the entire understanding between CACI and the Client on all matters contained or referred to herein. In the event of any conflict between these Terms and Conditions and the Order Form, the provisions of the Order Form shall prevail. No additional term or variation shall be valid unless in writing signed by each party's authorised representatives. Any terms and conditions in the Client's purchase order are explicitly excluded. This Agreement shall be governed and construed in accordance with English Law and both parties accept the sole and exclusive jurisdiction of the English Courts. Should any provision be held unenforceable or contrary to law, the remaining provisions shall remain in full force and effect. Subject to the foregoing, the parties agree that any person who is not a party hereto shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999, however this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

11 Data Protection - The following GDPR Clauses shall apply as between CACI and the Client:

Data Processing Schedule

DEFINITIONS:-

The following capitalised terms used in this Data Processing Schedule shall have the meaning set out in DP Legislation (e.g. in Article 4 of UK GDPR) as applicable; Controller, Data Subject, Processor, Processing (and Process and Processed shall be construed according to this definition of Processing), Personal Data, Personal Data Breach, Supervisory Authority (e.g. The Information Commissioner).

DP Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, or any successor legislation in force in the UK and in either case as amended and/or updated from time to time.

Law: means the laws of England and Wales.

1. General

1.1 The parties agree that this Schedule only applies where CACI is the Processor under the Agreement and the Client is the Controller.

Article 28 UK GDPR compliant clauses

Details about the processing

2.1 The parties agree that this Schedule includes the following details about the Processing as set out in Annex 1 below:

2.1.1 the subject matter and duration of the processing of the Personal Data.

2.1.2 the nature and purpose of the Processing of the Personal Data.

2.1.3 the types of Personal Data to be Processed.

2.1.4 the categories of Data Subjects to whom the Personal Data relates.

Written Instructions

2.2 The Processor will only Process Personal Data in accordance with the Controller's written instructions unless the Processor is required to act without such written instructions by Law.

Confidentiality

2.3 The Processor will ensure that only the Processor's employees, consultants, directors and officers who need to Process the Personal Data under the Agreement shall have access to it and provided that in each case they have prior entered into a written agreement with the Processor that contains an obligation that such employees, consultants, directors and officers are obligated to keep information (including Personal Data) made available to them confidential.

Security

2.4 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks relating to its Processing of the Personal Data and in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise Processed. The Processor agrees to use the technical and organisational measures set out in in Annex 2 below.

Using sub-processors

2.5 The Processor shall not employ any sub-processor(s) without the prior specific or general written authorisation of the Controller. The Processor must notify the Controller of any changes it intends to make to the agreed sub-processor(s) and give the Controller a reasonable opportunity to object to such changes. The Processor shall enter into a written contract with each sub-processor which contains the same or substantially the same data protection obligations on the sub-processor as set out in this Schedule. The Processor agrees that it shall be fully liable to the Controller for performance of the sub-processor(s) obligations as required under UK GDPR and the contract entered into between the Processor and sub-processor.

Data Subjects' rights

2.6 The Processor shall, subject to taking into account the nature of the Processing it

carries out and by having appropriate technical and organisational measures in place, assist the Controller upon request to fulfil its obligations that relate to enabling Data Subjects to exercise their rights under DP Legislation, such as subject access requests, requests for rectification or erasure of Personal Data and making objections to Processing.

Assisting the Controller

2.7 The Processor shall, subject to taking into account the nature of the Processing it carries out and the information available to it, assist the Controller upon request in meeting its obligations under DP Legislation (i.e. under UK GDPR Articles 32 to 36) relating to:

2.7.1 keeping the Personal Data secure;

2.7.2 notifying Personal Data Breaches to the Supervisory Authority (in particular the Processor agrees to notify Controller as soon as reasonably practicable upon receipt of any communication, notice, request or complaint from a Data Subject; and notifying the Controller of any Personal Data Breach without undue delay once the Processor becomes aware of the breach and providing the Controller with such reasonable assistance and information in relation to such Personal Data Breach as the Controller requests);

2.7.3 advising the Data Subjects when there has been a Personal Data Breach;

2.7.4 carrying out data protection impact assessments ("DPIA"); and

2.7.5 consulting with the Supervisory Authority where the DPIA indicates there is an unmitigated high risk to the processing.

Return/deletion of Personal Data at the end of the Agreement

2.8 Unless required by Law to retain the Personal Data, the Processor shall upon termination or expiry of the Agreement, at the Controller's choice, either delete or return to the Controller all of the Personal Data it has been Processing for the Controller.

Audits and Inspections

2.9 The Processor shall in relation to the Processing it carries out:

2.9.1 provide the Controller with all the information that is needed show that the Processor has met all of its obligations under this Schedule;

2.9.2 at the Controller's request submit and contribute to audits and inspections that the Controller or the Controller's appointed auditor carries out;

2.9.3 pursuant to Article 28.3(h) of UK GDPR immediately inform the Controller if, in its opinion, it has been given an instruction which does not comply with the UK GDPR.

Controller's obligations

2.10 The Controller shall comply with its obligations under DP Legislation including in relation to its collection, processing and provision of Personal Data to the Processor in connection with the Agreement.

Additional Clauses

3. Overseas transfers

The Processor shall not transfer the Personal Data to any country or international organisation located outside the United Kingdom or the European Economic Area without the prior written consent of the Controller.

4. Processor's other obligations

In addition to this Schedule the Processor has direct obligations under UK GDPR which the Processor agrees to comply with to the extent applicable (i.e. those obligations set out in Articles 27, 29, 30.2, 31, 32, 33 and 37). The Processor agrees that it has appointed a Data Protection Officer.

5. Liability

5.1 Subject always to Article 82 of UK GDPR, an overall cap of £25,000 and clause 5.2 below, the Processor shall only be liable to the Controller for any losses, damages and costs (including reasonable legal costs) arising from the Processor's breach of this Schedule. The Processor shall only be liable for any payment to the Controller resulting from its breach of this Schedule to the extent that such payment has been ordered by a competent court in the UK, a legally binding decision of the Supervisory Authority or other regulatory body in the UK, or by way of a written agreement between the Controller and Processor after the breach arises.

5.2 Notwithstanding anything else contained in this Agreement, the Processor shall not be liable to the Controller for any loss of revenue, loss of profits, loss of goodwill, ex-gratia payments and/or any indirect loss.

6. Miscellaneous

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

6.2 This Schedule supersedes all prior agreements, arrangements and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

6.3 Neither party shall assign or otherwise transfer this Schedule or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

6.4 Neither party shall be liable for failure to perform its obligations hereunder due to fires, theft, adverse weather conditions, strikes, loss of internet connectivity, transport problems, terrorism, changes in English law that render the then-current obligations unlawful, or Governmental restriction.

6.5 No term of this Schedule shall be enforceable by a third party.

6.6 This Schedule shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English court in the event of a dispute.

Annex 1 - Details relating to the Personal Data and Processing pursuant to the Agreement.

- The subject matter and duration of the processing of the Personal Data. [to be inserted]
- The nature and purpose of the processing of the Personal Data. [to be inserted]
- The types of Personal Data to be processed. [to be inserted]

- The categories of Data Subjects to whom the Personal Data relates. [to be inserted]
- The obligations and rights of the Controller. As set out in the UK GDPR and/or above.
- State the names of any sub-processors and confirm if a GDPR compliant data processing agreement has been entered into with such sub-processor.

Annex 2 - Details of technical and organisational security measures to protect the Personal Data and the Processing of such data.

CACI shall use the technical and organisational security measures required under its ISO27001 accreditation.

In particular, as part of CACI's ISO27001 accreditation CACI maintains internal policies and procedures which are designed to:

- a. ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- b. have back-up, archive and/or disaster recovery processes which are capable of restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- c. minimise security risks, including through regular security risk assessment, evaluation and testing.

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Schedule B

SERVICES SUPPLY AGREEMENT

BETWEEN

CACI LIMITED

AND

[xxx]

This Services Supply Agreement (Agreement) is made between:

[xxx] incorporated and registered in England and Wales with company number [xxx] whose registered office is at [xxx] (**Customer**)

And

CACI Limited incorporated and registered in England and Wales with company number 01649776 whose registered office is at CACI House, Kensington Village, Avonmore Road, London W14 8TS (**CACI**)

Whereas:

- A. [Describe background of Customer];
- B. CACI is a provider of technical consultancy, systems and software engineering services to/for various UK Government Departments/projects including the [] and to companies and organisations in related industries
- C. The parties have agreed that CACI, operating through its Information Intelligence Group (IIG) division (based in Bristol), may from time to time provide services to the Customer.

The parties are agreed as follows:

1. Definitions

Agreement means these terms and conditions, its appendices and any Work Package(s).

Confidential Information means confidential or proprietary data or information disclosed by one party to the other under this Agreement (i) in written, graphic, machine recognizable, electronic, sample, or any other visually perceptible form, which is clearly designated as "confidential" or "proprietary" at the time of disclosure, and (ii) in oral form, if it is identified as confidential at the time of disclosure, and confirmed in a written summary designated as "confidential" or "proprietary" within thirty (30) days after disclosure.

Fees means the agreed fees as detailed in Appendix 1 (Statement of Service) and the applicable Work Package.

Intellectual Property Rights means all intellectual property, including patents, utility models, trade and service marks, trade or business names, domain names, rights in designs, copyrights, moral rights, topography rights, and database rights and know-how, in all cases whether or not registered or registerable in any country (including but not limited to the United Kingdom) for the full term of such rights including any extension to or renewal of the terms of such rights including registrations and applications for registrations of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent effect to any of these anywhere in the world.

Services means the services as detailed in Appendix 1.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, or any successor legislation in force in the UK and in either case as amended and/or updated from time to time.

Work(s) has the meaning set out in the Work Package.

Work Package means each project agreed between the parties and set out in a format substantively similar to Appendix 1.

2.Scope of Services

- 2.1 CACI will supply the Services. The first Work Package under this Agreement is detailed in Appendix 1. The parties further agree that any future Services shall be bound by the terms of this Agreement by providing further Work Packages each signed and dated by both parties. Any changes to existing Work Packages shall be agreed by both parties and the Work Package amended in writing.
- 2.2 Customer is not obliged to offer on-going contracts or work to CACI nor is CACI obliged to accept such contracts or work if offered.
- 2.3 CACI may at any time and without giving Customer prior notice make any changes to the Services that are necessary to comply with any applicable safety or other statutory requirements.

3.Term and Termination

- 3.1 The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party giving 30 working days written notice of its intention to terminate the Agreement. In the event that there are on-going Work Packages, the termination of the Agreement shall not take place until all Work Packages are completed unless otherwise agreed by the parties.
- 3.2 Either party may immediately terminate this Agreement if the other party has a receiver or administrator or administrative receiver appointed over the whole or any substantial part of its business or assets or if any order is made or a resolution is passed for its winding up (other than for the purpose of a bona fide amalgamation or reconstruction). Either party shall notify the other in writing immediately upon the occurrence of any of the above events.
- 3.3 Either party may terminate this Agreement upon prior written notice if the other party commits a material breach of its obligations under this Agreement and fails to remedy the same within 30 working days of such notice. Such termination shall come into effect immediately following the end of such notice period.
- 3.4 Upon termination of this Agreement for whatever reason, CACI shall, unless otherwise directed by Customer, immediately cease all work pursuant to this Agreement and shall deliver up to Customer any and all materials which are the property of Customer or any work performed by CACI under this Agreement and Customer shall pay CACI to the date of termination for all work carried out to that date.

4.Fees and Payment

- 4.1 Customer shall pay CACI the Fees in accordance with the Payment Schedule, if any, specified in the Work Package. Otherwise CACI shall present invoices on a monthly in arrears basis and invoices shall become due 30 days from the date of a correct invoice. If the Customer is in material default of this clause 4.1, all of the Fees under this Agreement shall immediately become payable.
- 4.2 In the event Customer considers that an invoice submitted by CACI is incorrect, Customer will notify CACI without delay so that the matter may be discussed and any errors resolved.
- 4.3 CACI shall be responsible for all taxes, National Insurance or other contributions which are or may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable in connection with the payment of fees to CACI for the provision of the Services, including, for the avoidance of doubt, any remuneration, benefits, expenses (except as agreed herein), PAYE or similar.

5.Warranties

5.1 CACI shall perform the Services in a professional and workmanlike manner and using reasonable skill and care. CACI warrants that its personnel will have the know-how, expertise, qualifications, expertise and necessary experience to perform the Services.

5.2 Except for title warranties all other implied warranties are excluded, including warranties for satisfactory quality and fitness for a particular purpose.

6. CACI's Obligations

6.1 CACI will provide the Services specified in Appendix 1 throughout the contracted period(s).

6.2 Subject to clause 7.1, CACI shall take reasonable steps to comply with any Key Delivery Milestones detailed in the appropriate Work Package or any other targets for progress or delivery of the Services as agreed by the parties in writing.

6.3 CACI shall:

6.3.1 whilst present at the Customer's premises comply with the rules and regulations of the Customer, including but not limited to health, safety, security and confidentiality rules insofar as these are applicable to an external supplier, visitor or contractor and where they are advised of such;

6.3.2 observe all reasonable and lawful instructions of Customer;

6.3.3 take reasonable security precautions with materials and information under its control.

6.4 While CACI's methods of working shall be its own, CACI shall comply with all reasonable requests to abide by Customer nominated process and quality standards applicable to the Services and notified to CACI. Without prejudice to the foregoing, Customer shall not control, nor have any right of control as to how CACI is to perform the Services.

6.5 In the event Customer requests CACI to perform work or services which are outside the Services as described in the Work Package(s), CACI shall immediately advise Customer and CACI shall not be obliged to proceed with such work unless there is written agreement between Customer and CACI to so extend the Services.

6.6 Where detailed in a Work Package, CACI shall provide the specified facilities, material, equipment and services.

6.7 Where a Work Package states that CACI will provide a Services delivery team / personnel including named personnel, CACI may, at its discretion, offer a substitute of equivalent skills, experience and qualifications to carry out the Work. In this event, CACI shall provide an overlap period at no cost to ensure a smooth and comprehensive transition of the work.

7. Customer Obligations

7.1 Customer shall, during the duration of any Work Package:

7.1.1 ensure reasonable working conditions and facilities are provided for CACI's personnel when working at Customer's premises;

7.1.2 ensure provision to CACI of Customer regulations, standards, documentation, equipment, access to systems and materials applicable to or necessary for provision of the Services;

7.1.3 perform any Customer dependencies that are identified in a Work Package (or communicated to the Customer in writing) in a timely manner; and

7.1.4 provide a named contact point who will liaise with CACI on management issues regarding provision of the Services.

8. Confidentiality

- 8.1 Each party will (i) maintain the confidentiality of the Confidential Information and not disclose it to any third party, except as authorised by the original disclosing party in writing; (ii) restrict disclosure of Confidential Information only to employees, third party contractors and sub-contractors who have a "need to know" in order for the party to perform its obligations and exercise its rights under this Agreement, and who are bound to maintain the confidentiality of the Confidential Information by terms of nondisclosure no less restrictive than those contained herein; (iii) handle Confidential Information with the same degree of care the receiving party applies to its own confidential information, but in no event, less than reasonable care; (iv) use Confidential Information only for the purpose of performing, and to the extent necessary to fulfil, its obligations under this Agreement; and (v) promptly notify the other party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorised actions or breaches of this Agreement. Neither party will reverse engineer, de-compile, or disassemble any of the Confidential Information. Confidential Information is and at all times will remain the property of the disclosing Party. No use of any Confidential Information is permitted except as expressly provided herein, and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise.
- 8.2 Notwithstanding anything to the contrary herein, neither party has an obligation to preserve the confidentiality of any information that is: previously known, or received rightfully by the receiving party without any obligation to keep it confidential; distributed to third parties by the disclosing Party without restriction; publicly available other than by unauthorised disclosure by the receiving party; or independently developed by the receiving party.
- 8.3 In the event that Confidential Information is lawfully ordered to be disclosed by a competent court, tribunal or regulatory or governmental authority, the receiving party may make such disclosure, provided the receiving party informs the disclosing party in writing as soon as possible after the legal obligation to disclose arises and provided the receiving party maintains the confidentiality of as much as possible of the relevant Confidential Information ordered to be disclosed.
- 8.4 The existence of this Agreement [shall/shall not] be treated as confidential and either party [may/may not] disclose this fact to other customers or prospective customers including listing details of the other party on its company web sites and literature. Except as may be required by applicable law, neither party shall disclose to any third party the contents of this Agreement without the prior written consent of the other party.
- 8.5 The parties' obligations under this Agreement to keep confidential and restrict use of the Confidential Information will survive five (5) years from expiration or termination of this Agreement.
- 8.6 CACI and CACI's personnel shall, when required, sign separate confidentiality agreements as part of the Customer's standard on-site working procedures.

9. Liability

- 9.1 Nothing in this Agreement shall exclude or limit either party's liability for fraud or for personal injury or death caused by the party's negligence or for any matter which cannot be lawfully excluded.

- 9.2 Subject to clauses 9.1 and 9.3, CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of the terms and conditions set out in this Agreement shall not exceed an amount equal to 125% of the total Fees paid or payable in respect of the relevant Work Package that is the subject of a claim.
- 9.3 In no event shall CACI be liable for:
- 9.3.1 any loss of profit, loss of revenue, business interruption, loss of or damage to goodwill or data, loss of savings, ex gratia payments (whether anticipated or otherwise);
 - 9.3.2 any consequential, special or indirect loss or damage;
 - 9.3.3 any wasted expenditure.
- whether such losses are caused by negligence, breach of contract or otherwise and whether or not such losses were foreseeable at the commencement of the Agreement.
- 9.4 Nothing in this Clause 9 shall affect a Party's general duty to mitigate its loss.
- 9.5 CACI shall effect and maintain with a reputable insurance company or companies, the necessary policy or policies of insurance to provide an adequate level of cover in respect of all insurable risks that are undertaken by CACI in this Agreement. Such policies shall include, inter alia, cover for death or personal injury, cover in respect of financial loss arising from advice given or omitted by CACI and where any private vehicle is used for business travel, third party liability cover for such use. Upon request by Customer, CACI provide up to date copies of such insurance policies. The terms of any such insurance shall not relieve CACI of any liabilities under this Agreement or any statute.

10. Intellectual Property

- 10.1 Each party shall retain ownership of all Intellectual Property Rights provided to the other in the context of this Agreement. For the avoidance of doubt, neither party shall be deemed to have granted the other any licence to use the Intellectual Property Rights other than for the purposes of the performance of the relevant Work Package.
- 10.2 The ownership and rights to use any Intellectual Property Rights discovered or created by CACI in the course of or for any work (including the Services) carried out in the performance of this Agreement therein shall be determined in the relevant Work Package, using one of Options A to C as set out in Appendix 1. The provisions for the relevant option specified in the Work Package shall apply to the Work (such term as defined in the Work Package) created under that Work Package and be incorporated into this Agreement in respect of such Work Package. In the event that the Work Package does not specify an option, then Option A shall apply to that Work Package. The Work Package may specify more than one Option for each part of the relevant Work. Appendix 2 sets out the relevant terms applicable to each Option.

11. Non-Solicitation

- 11.1 Each party agrees not to solicit, engage or employ the other party's employees, staff, agents or subcontractors, who are providing services under any Work Package ("Affected Persons") during the term of that or a related Work Package and for a period of six (6) months following the completion thereof, unless otherwise agreed by the Parties. Bona fide general advertisements for employment, whether placed in newspapers, trade publications, on the Internet or in any other media, shall not constitute a breach of this clause 11.1. Notwithstanding anything in this Agreement, a party's sole remedy or sole liability for breach of this clause 11.1 shall be limited to a maximum £50k per Affected Person actually solicited, engaged or employed by Customer or CACI in breach of this clause 11.1.

12. Force Majeure

- 12.1 Neither Party will be in default of its obligations hereunder to the extent that its performance is delayed or prevented by a force majeure, which is defined as an event, circumstance, or act of a third party that is beyond the Party's reasonable control and could not have been avoided by the exercise of due care.

13. Relationship Between the Parties

- 13.1 The parties are each independent contractors with respect to this Agreement. This Agreement does not, and shall not constitute, create, give effect to or otherwise imply an employment relationship, joint venture, partnership or formal business organisation of any kind. Under no circumstances shall CACI-supplied personnel be construed to be employees or agents of Customer for any purpose.
- 13.2 Neither party can assign any of their rights under this Agreement without the consent of the other party, which shall not be unreasonably withheld.
- 13.3 No-one who is not a party to this Agreement has any benefit or any right to enforce this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

14. Notices

- 14.1 All notices, consents, requests, demands, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be by hand delivery with acknowledgement of receipt, or sent by Registered mail to the addresses shown at the head of this Agreement. Any notice given hereunder shall also be copied to the Chief Legal Officer of CACI at the same address. Either party may change its address by written notice to the other party.

15. Governing Law

- 15.1 The validity, interpretation and/or enforcement of this Agreement shall be governed by and construed according to the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

16. General

- 16.1 Failure of a party to enforce at any time or for a period of time any provision of this Agreement shall not be construed to be a waiver of that provision or of the rights of that party thereafter to enforce that and every other provision.
- 16.2 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties in agreeing to that provision without illegality. If such amendment proves impossible, that provision by joint agreement may be severed from this Agreement and the remaining provisions shall remain in full force and effect unless both parties agree that the effect of such declaration is to defeat the original intention of the parties in which event either party shall be entitled to terminate this Agreement on thirty (30) days' written notice.
- 16.3 Any amendment to this Agreement can only be made in writing and executed by authorised signatories of both Parties.
- 16.4 The headings in this Agreement are for the Parties' convenience and do not form a part of, or affect the meaning or interpretation of this Agreement.

- 16.5 Neither Party will issue a press release or make any similar public announcement regarding this Agreement without the other Party's prior written consent.
- 16.6 CACI may subcontract any portion of this Agreement without Customer's prior written consent. CACI retains responsibility for all Services subcontracted hereunder.
- 16.7 Any obligations or responsibilities which by their nature extend beyond the expiration or termination of this Contract shall survive and remain in effect in the event of any such expiration or termination.
- 16.8 In the event of a conflict between this Agreement, an Appendix or a Work Package, the following shall be the order of precedence: the Agreement, the relevant Work Package, the Appendices.
- 16.9 Each Party shall comply with all applicable laws, regulations and sanctions relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.
- 16.10 Each Party will comply with its applicable obligations under the UK GDPR and Data Protection Act 2018, as amended or superseded from time to time. Where CACI is required to process personal data (as defined in the Data Protection Act 2018) on behalf of the Customer, the parties agree to enter into an appropriate data processing agreement before any such processing takes place which shall govern such processing of personal data by CACI on behalf of the Customer.

17. Entire Understanding

17.1 This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Customer and CACI. Terms and conditions stated on any purchase order, quote, acknowledgement, invoice or other such document relating thereto, will not change, alter, or add to the terms of this Agreement and its attachments.

18. Authority

- 18.1 Each party hereto represents and warrants that (i) the persons executing this agreement on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (ii) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iii) the execution, delivery and performance of this Agreement has been duly authorised by all necessary partnership or corporate action and this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms.

This Agreement is executed in duplicate by each of the parties and becomes effective on the later of the dates written below (Effective Date).

For and on behalf of
CACI Limited

.....
Signed

.....
Title

.....
Date

For and on behalf of
[xxx]

.....
Signed

.....
Title

.....
Date

Appendix 1

To Services Supply Agreement

Statement of Services

1. Description of Services

[]

2. Experience, Qualifications Required

[]

3. Rates

[For the period dd/mm/yy to dd/mm/yy, CACI shall be paid £x per hour worked.] All fees are quoted exclusive of VAT and reasonable expenses. VAT will be added to fees and expenses on a standard rate basis.

The following expenses shall also be chargeable [amend as necessary]:

[Car mileage at [] pence per mile;
Hotel & accommodation costs at an all-inclusive rate of £xx;
Rail travel;
Taxis;
Air fares;]

Such expenses shall be chargeable at actual cost. All expenses must be supported by receipts where normally provided.

Where CACI is required to provide any Services at a location other than the Base Location as detailed in the relevant Work Package, the following expenses shall also be chargeable [amend as necessary]:

[Car mileage at [] pence per mile;
Hotel & accommodation costs at an all-inclusive rate of £xx;
Rail travel;
Taxis;
Air fares;]

Such expenses shall be chargeable at actual cost. All expenses must be supported by receipts where normally provided.

All absences shall, where possible, be agreed in advance with Customer. CACI should give as much notice as possible of proposed absences and provide proposals to minimise any delays or disturbances to the performance of the Services. Holidays, sickness or other absences shall be not be paid.

4. Contract Management

Customer and CACI shall each provide a contact for each Work Package who will be responsible for the day to day management issues of the Services.

Work Package No 1 to Services Supply Agreement

A Description of Work

To support the development of certain systems and/or software for the Customer/its client i.e. [name of end client], on the programme known as [xxx].

B Details of Services delivery team / Personnel

[Insert either:

- Appropriate delivery team profile; or
- Levels of staff needed e.g. senior design engineer, systems analyst etc etc and/or named personnel you want]

[If named staff are business critical include:

"In the event that any of the named CACI staff become unavailable, CACI may offer a substitute of equivalent skills, experience and qualifications to carry out the Work. In this event, CACI shall provide an overlap period at no cost to ensure a smooth and comprehensive transition of the work."]

C Duration

The duration of this Work is from [dd/mm/yy to dd/mm/yy] inclusive unless terminated earlier in accordance with the terms of the Agreement or extended in accordance with the terms of the Agreement.

E Location

CACI shall be required to work on site at [.....] (Base Location). This Base Location may be subject to change provided CACI agrees to the change and that the Customer gives sufficient prior notice and agreement is reached on any changes to compensation or terms of this Agreement.

F Fees

The maximum Fees for this Work Package are £x. This assumes x person at 37 hours per week for x weeks. Customer shall have no liability for any costs above this limit unless it has been agreed in writing by authorised representatives of both parties.

Working Hours – Standard working hours are Mon to Fri xx.xx to xx.xx. Working outside these times and for hours in excess of a normal working week require prior written authorisation. The standard hourly rate set out above applies for any overtime or non-standard hours worked. Such additional hours shall be included in the overall maximum Fees unless agreed otherwise.

G Key Delivery Milestones

[List any if known for example the Customer's deadline to get a job done.]

H Customer Dependencies

[List any, for example, Customer must provide/complete the following types of xxxx data/materials/tasks by xxxx date, in order for CACI to perform xxxx tasks]

I Intellectual Property Rights

Pursuant to clause 10 in the Agreement, the parties have selected the following option; the terms of each option are detailed in Appendix 2: [Select option as set out in Agreement clause 10]

Option	Brief Description	Select (X)
--------	-------------------	------------

A	CACI owns all Intellectual Property Rights in Work and grants to Customer a perpetual, non-exclusive, royalty free licence to use, reproduce, modify and sublicense that Work in the ordinary operation of its business.	
B	Customer owns all Intellectual Property Rights in Work and grants to CACI a perpetual, non-exclusive, royalty free licence to use, reproduce, modify and sublicense that Work in the ordinary operation of its business.	
C	Customer owns all Intellectual Property Rights in Work and grants a licence to CACI to use that Work solely for the purpose of performing its obligations under the Agreement.	

Exclusivity period (if applicable) as per section 5 of Appendix 2: ☒ months from the date of this Work Package

JContacts

The Customer contact name for this Work Package is

Tel no: Mobile:

CACI contact name for this Work Package is

Tel no: Mobile:

Appendix 2 To Services Supply Agreement

Intellectual Property Provision Options

In accordance with Clause 10.2 of the Agreement, the ownership of and rights to use the Works and all Intellectual Property Rights therein shall be determined in the relevant Work Package by specifying one of the below options. The specified option shall apply to the relevant Work Package and all Works created thereunder and be incorporated into the Agreement in respect of such Work Package in addition to the provisions of Clause 10 of the Agreement.

1. RESTRICTIONS

1.1 Option A is subject to the following additional restrictions:

- 1.1.1 Except for back-up purposes or as otherwise expressly provided in this Agreement, the Customer shall not use, reproduce, sell, license, dispose of, deal with, rent, lease, sublicense, loan, modify, adapt, or use for the benefit of a third party the whole or any part of the Works; and
- 1.1.2 The Customer shall not modify, decompile, recompile, disassemble or reverse engineer any software that is forms part of or is included in the Works.

2. OPTION A

- 2.1 All Intellectual Property Rights in and to the Works shall belong to CACI and/or its third party licensors.
- 2.2 CACI hereby grants to Customer a non-exclusive (subject to the Exclusivity Option in clause 5 below if specified in the Work Package) perpetual, irrevocable, transferable licence, with the right to sub-license, to use, reproduce, modify and exploit the Works for the purpose of the ordinary operation of its business.
- 2.3 CACI shall ensure that it has all necessary consents from third parties to grant the licence granted under Clause 2.2 above.

3. OPTION B

- 3.1 All Intellectual Property Rights in and to the Works shall belong to Customer. CACI hereby assigns to Customer, including by way of present assignment of future rights, all right, title and interest in the Works, including all rights and powers arising or accrued in connection with the Intellectual Property Rights including the right to sue for damages and other remedies in respect of any infringement of the rights in or in respect of such Intellectual Property Rights.
- 3.2 Customer hereby grants to CACI a non-exclusive (subject to the Exclusivity Option in clause 5 below if specified in the Work Package) perpetual, irrevocable, transferable licence, with the right to sub-license, to use, reproduce, modify and exploit the Works for purpose of the ordinary operation of its business.
- 3.3 CACI shall procure that its sub-contractors and any third party that creates or develops Works (or any part of them) assigns all of its rights in such Works to CACI (to enable it to assign them to Customer under Clause 3.1 above).
- 3.4 CACI shall provide a copy of the source code of any software contained in a Works on completion of the work under the relevant Work Package.

4. OPTION C

- 4.1 All Intellectual Property Rights in and to the Works shall belong to Customer. CACI hereby assigns to Customer, including by way of present assignment of future rights, all right, title and interest in the Works, including all rights and powers arising or accrued in connection with the Intellectual Property Rights including the right to sue for damages and other remedies in respect of any infringement of the rights in or in respect of such Intellectual Property Rights.
- 4.2 Customer hereby grants to CACI a non-exclusive perpetual, irrevocable, transferable, non-sub-licensable licence, to use, reproduce, modify and exploit the Works for purpose of providing the CACI Services in accordance with the Work Package to Customer and for no other purpose.
- 4.3 CACI shall procure that its sub-contractors and any third party that creates or develops Works (or any part of them) assigns all of its rights in such Works to CACI (to enable it to assign them to Customer under Clause 4.1 above).
- 4.4 CACI shall provide a copy of the source code of any software contained in a Works on completion of the work under the relevant Work Package.

5. EXCLUSIVITY OPTION

- 5.1 This option may be agreed by the Parties and specified in the Work Package alongside Options A and B above.
- 5.2 This option applies as follows:
 - 5.2.1 In the case of Option A: CACI shall not use, exploit and/or license any third party to use, exploit and/or sub-license the Works and/or any part of them for any purpose for the exclusivity period specified in the Work Package from the date of the Work Package.
 - 5.2.2 In the case of Option B: The Customer shall not use, exploit and/or license any third party to use, exploit and/or sub-license the Works and or any part of them for any purpose for the exclusivity period specified in the Work Package from the date of the Work Package.