

MASTER FRAMEWORK AGREEMENT

This master framework agreement ("**Agreement**") is dated []

PARTIES

- (1) [Customer legal entity name] a company registered in [country] with registered number [number] whose registered office is at [address] ("**Customer**"); and
- (2) **BAE Systems Applied Intelligence Limited** a company registered in England and Wales with registered number 01337451 whose registered office is at Waterside House, Surrey Research Park, Guildford Surrey GU2 7YP ("**BAE Systems**");

each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) BAE Systems is in the business of providing IT services, software and hardware.
- (B) The Customer wishes to appoint BAE Systems to provide some or all such products and services under this Agreement from time to time.
- (C) This Agreement comprises this page, the General Terms and Conditions, the attached Annex(es) and such additional Annexes as may be mutually agreed and incorporated from time to time pursuant to a written variation to this Agreement in accordance with clause 17 (Variation) of the General Terms and Conditions.
- (D) When the Customer requests products or services from BAE Systems, and BAE Systems agrees to provide such products or services, the Parties will enter into a separate Order in accordance with this Agreement.
- (E) Each Order shall comprise a separate contract incorporating by reference the terms and conditions set out in this Agreement.

EXECUTION

This Agreement has been entered into on the date stated above.

Signed for and on behalf of the **Customer**

Signed for and on behalf of **BAE Systems**

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply in this Agreement:

Affiliate: in relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time.

Charges: the charges specified in the Order payable by the Customer for the supply of the Products and/or Services by BAE Systems.

Confidential Information: any and all non-public information relating to the business plans, pricing or other financial information, operations, processes, know-how, designs, trade secrets, products or services of the disclosing party, as well as such information with respect to a third party, disclosed by one Party to the other in connection with this Agreement or an Order that would be regarded as confidential by a reasonable business person, whether marked confidential or not; any information obtained by examination, testing or analysis in any way from such confidential information; and any derivative of any such confidential information provided that Confidential Information shall not include any information which the receiving Party can show through documentary evidence:

- (a) is or becomes publicly available otherwise than as a result of a breach of this Agreement or the fault of the receiving Party;
- (b) has been lawfully received from a third party without restriction as to its use or disclosure;
- (c) was already in its possession free of any such restriction as to its use or disclosure prior to receipt from the disclosing Party;
- (d) was independently developed by or for the receiving Party without making use of any Confidential Information; or
- (e) has been approved for release or use (in either case without restriction) by written authorisation of the disclosing Party;

and for the avoidance of doubt and without prejudice to the generality of the above, Confidential Information shall not be deemed to be publicly available merely because it may be derived from one or more items that are publicly available.

Contract Year: in respect of an Order, the period of 12 months from the Effective Date and (individually) each consecutive period of 12 months thereafter until the end of the Term.

Deliverable: any item expressly identified on the applicable Order as a 'Deliverable' to be delivered by BAE Systems as a tangible output of the Services, but always excluding any Products.

Effective Date: in respect of this Agreement, the date stated at the beginning of it and, in respect of an Order or Change Request, the date stated at the beginning of it or such other date set out therein.

Hardware: any hardware specified in the Order to be supplied by BAE Systems to the Customer pursuant to that Order, together with any associated peripherals and documentation delivered with the same.

Intellectual Property Rights: all rights in intellectual property, whether arising on registration or automatically, including: (a) rights to inventions and other rights to apply for registration; (b) applications for, and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights; (c) any goodwill that resides in such rights; (d) know-how, trade secrets and other rights in confidential information; and (e) all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: an agreement for the provision of Products and/or Services made between the Parties in accordance with clause 4 (Order process).

Products: any Software Product or Hardware.

Services: any professional services, or any cloud-based or hosted BAE Systems' on-demand services provided on a subscription basis (including any right to use any software or web portals required to use or access such services), to be provided by BAE Systems pursuant to an Order, together with any associated Deliverables.

Software: shall mean any software, firmware or microcode forming all or part of a Deliverable but always excluding any Products.

Software Product: any software products which are specified in an Order, and in respect of which BAE Systems grants a right of use to the Customer pursuant to that Order, together with any configuration, customisation, fixes or new releases of the same, and any associated documentation.

Term: in respect of an Order, the period commencing on its Effective Date (unless a different commencement date is set out in the Order) and continuing for the term specified therein, plus any renewal or extension of such term as agreed in accordance with the renewal or extension terms set out in the Order or otherwise in accordance with clause 17 (Variation) of this Agreement.

- 1.2 The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
- 1.3 References to clauses and Annexes are to the clauses and Annexes of this Agreement and references to paragraphs are to paragraphs of the relevant Annex. Clause, Annex and paragraph headings shall not affect the interpretation of this Agreement or any Order.
- 1.4 A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires (a) words in the singular shall include the plural and in the plural shall include the singular; and (b) a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision (a) is a reference to it as amended, extended or re-enacted from time to time; and (b) shall include all subordinate legislation made from time to time.
- 1.7 A reference to writing or written includes email except where stated otherwise or where stated that such writing is required to be signed.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 COMMENCEMENT AND DURATION

- 2.1 This Agreement shall take effect on its Effective Date and shall continue, unless terminated earlier in accordance with clause 10 (Termination), until the later of:
 - (a) three years after its Effective Date; or

(b) 12 months after the termination or expiration of the last active Order in effect under this Agreement.

2.2 Each Order shall take effect on its Effective Date and shall continue for its Term, unless terminated earlier in accordance with clause 10 (Termination).

3 SUPPLY OF PRODUCTS AND SERVICES

3.1 BAE Systems shall provide such Products and/or Services to the Customer as set out in any agreed Order.

3.2 Each Party shall nominate from time to time a suitably qualified and empowered point of contact in respect of each Order, to facilitate the fulfilment of that Order.

3.3 Unless otherwise stated in an Order, all Services are provided remotely from BAE Systems' delivery centre locations and all Products, Services, Deliverables and documentation are provided in English language and during working hours only.

4 ORDER PROCESS

4.1 Except as expressly stated otherwise herein, an Order shall not enter into force, be legally binding or have any other effect unless:

- (a) it has been set out in a document that references this Agreement; and
- (b) it has been mutually agreed and signed by the authorised representatives of both Parties; and
- (c) as at the date the Order is signed, this Agreement has not been terminated.

4.2 Each Order shall take effect on its Effective Date and shall form a separate contract between the Parties incorporating by reference the relevant terms of this Agreement.

4.3 Any amendments to this Agreement agreed by the Parties in accordance with clause 17 (Variation) shall be deemed to apply to all future Orders entered into after the date of such amendment.

5 PRECEDENCE

5.1 In the event of any inconsistency between any of the provisions of an Order, the following order of precedence shall apply:

- (a) any terms of the Order which:
 - (i) are set out under a section headed 'Special Terms'; or
 - (ii) which expressly state they are intended to amend, supersede or otherwise take precedence over contrary provisions of this Agreement and identify those provisions;
- (b) the provisions of the Annexes to this Agreement;
- (c) the General Terms and Conditions set out in the main body of this Agreement; and
- (d) the remaining provisions of the Order.

6 CUSTOMER OBLIGATIONS

6.1 The Customer shall provide BAE Systems, at no charge, with all necessary resources, access, information, data, documents, facilities, support, services and co-operation reasonably requested by BAE Systems for the proper and timely fulfilment of an Order, including any dependencies identified in the Order or agreed in writing during the course of that Order.

- 6.2 To the extent that a delay or failure by BAE Systems to achieve any of its obligations is due to a delay or failure of the Customer to comply with any of its obligations in this Agreement or the applicable Order, BAE Systems shall be allowed a reasonable extension of time, and relief from any affected service levels, commensurate with the delay or failure of the Customer. Where such delay or failure results in additional costs to BAE Systems, BAE Systems may charge these to the Customer calculated in accordance with BAE Systems' prevailing professional services rates for the actual time expended plus expenses and third party costs reasonably and properly incurred, subject to BAE Systems providing written evidence of the same to the Customer.
- 6.3 The Customer shall ensure that all relevant consents, permissions, permits, approvals and licences (including from all relevant third parties) are granted to BAE Systems that are required by BAE Systems for the fulfilment of an Order and to enable BAE Systems to comply with all applicable laws.
- 6.4 The Customer shall be responsible for ensuring the accuracy and completeness of all information, documentation and any other materials it provides to BAE Systems, and BAE Systems shall be entitled to rely on same as being accurate and complete without seeking to verify it unless otherwise agreed in an Order.
- 6.5 The Customer shall comply with all applicable laws and government regulations in its receipt and use of the Products and/or Services.

7 CHARGES AND PAYMENT

- 7.1 The Customer shall pay BAE Systems the Charges as specified in the applicable Order. BAE Systems will invoice the Charges in accordance with the applicable Order and the Customer shall pay all Charges within 30 days of the date of BAE Systems' invoice, without any set-off, counterclaim or deduction. If any sum payable to BAE Systems is not paid by the applicable due date, BAE Systems may, without prejudice to any other remedy and without liability to the Customer:
- (a) charge interest before and after judgment on such overdue sum on a day to day basis from the due date until paid in full at the lesser of 1% per month or the maximum rate permitted by applicable law; and/or
 - (b) suspend the provision of Services and/or any licence or right of use granted to the Customer under an Order upon 10 days' prior written notice, until paid in full.
- 7.2 Where the Customer's accounting system requires the issuance of purchase orders, the Customer shall issue purchase orders in a timely manner in advance of the date of issue of the applicable invoices and BAE Systems may, without liability to the Customer, suspend supply of the Products and/or Services if at any time it is not in possession of sufficient purchase order cover; however each Order shall constitute a binding agreement notwithstanding the absence of a purchase order from the Customer.
- 7.3 The Customer may withhold payment of an invoice disputed in good faith only if the Customer provides BAE Systems with written notification of such disputed invoice (with justification in sufficient detail to enable BAE Systems to investigate) along with payment of any undisputed portion within 30 days of the date of the applicable invoice. BAE Systems will not exercise its rights under clause 7.1 if the Customer disputes the applicable invoice reasonably and in good faith and cooperates diligently to resolve the dispute. Upon resolution of the dispute the Customer shall pay any resolved amounts within seven days.
- 7.4 Unless otherwise stated in the applicable Order, the Charges exclude travel, subsistence and materials expenses which will be charged to the Customer in addition at cost. An administration fee of up to 10% may be charged where a detailed, itemised breakdown of expenses is required.
- 7.5 The Charges do not include sales, consumption, use, VAT, GST or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the supply of the Products and/or

Services ("**Transaction Taxes**") now or hereafter levied, all of which shall be invoiced to the Customer in addition to the Charges. If payment of any Charges is subject to any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under applicable law ("**Withholding Taxes**"), the Customer will gross up its payment to BAE Systems such that the net amounts received by BAE Systems after all deductions and withholdings will be not less than what would have been received in the absence of those Withholding Taxes. If BAE Systems is required to pay Transaction Taxes or Withholding Taxes, the Customer shall reimburse BAE Systems for such amounts. The Customer hereby agrees to indemnify BAE Systems for any Transaction Taxes, Withholding Taxes and related costs, interest and penalties.

8 WARRANTY

- 8.1 Each Party warrants that:
- (a) it has full capacity and authority to enter into and perform this Agreement;
 - (b) this Agreement is executed by a duly authorised representative of that party; and
 - (c) it shall comply with all Applicable Laws as they relate to their rights and obligations under this Agreement.
- 8.2 Subject to the other terms of this Agreement, BAE Systems warrants that the Services will be supplied with reasonable skill and care and substantially in accordance with the specification set out in the applicable Order and shall use reasonable endeavours to meet any timescales set out therein (or as agreed with the Customer in writing in accordance with the terms of the Order). Notwithstanding the foregoing, BAE Systems does not warrant that the Customer's use of the Services will be uninterrupted or error-free.
- 8.3 ALL OTHER CONDITIONS OR WARRANTIES NOT SET OUT IN THIS AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED BY STATUTE, AT COMMON LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY OR FITNESS FOR PURPOSE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED AT LAW.

9 EXCLUSION AND LIMITATION OF LIABILITY

- 9.1 The restrictions on liability in this clause 9 (Exclusion and Limitation of Liability) apply to every liability arising under or in connection with this Agreement and any Order including but not limited to liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.
- 9.2 Nothing in this Agreement or any Order shall limit or exclude the liability of either Party for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by applicable law.

Mutual Exclusions of Liability

- 9.3 Neither Party shall have any liability for any special, indirect or consequential loss.
- 9.4 Save in respect of liability arising as described in clause 9.6, neither Party shall have any liability for any loss of or damage to profit, opportunity, savings, revenue, use, contract, goodwill or business, injury to reputation, punitive damages or losses suffered by third parties.

BAE Systems' Exclusions of Liability

- 9.5 BAE Systems shall have no liability for any losses, damages, costs, expenses or other claims arising from:
- (a) any acts or omissions of the Customer, or any acts or omissions of BAE Systems when acting on instructions of the Customer;
 - (b) any software, code, firmware, hardware, components, documents, data or other materials supplied by or on behalf of the Customer (including any such things procured or obtained by BAE Systems acting on the instructions of the Customer);
 - (c) any failure by the Customer to comply with its obligations under this Agreement or an Order; or
 - (d) the Customer's use of any results or outputs from the Products and/or Services.

Unlimited Liability

- 9.6 Subject to clause 9.3, the Customer's liability arising under or in connection with breach of clause 12 (Intellectual Property) or any licence terms, right of use or usage restrictions set out or referenced in an applicable Annex or Order shall be **unlimited**.
- 9.7 Subject to clauses 9.3 to 9.6 inclusive, liability arising under or in connection with the following shall be **unlimited**:
- (a) BAE Systems' indemnification obligations set out in clause 13 (Intellectual Property Rights Indemnity); or
 - (b) the Customer's indemnification obligations set out in this Agreement or any Order.

Limitations of Liability

- 9.8 Subject to clauses 9.3 to 9.7 inclusive:
- (a) the total aggregate liability of a Party arising under or in connection with breach of clause 14 (Confidentiality) and the Data Processing Annex (if applicable) of an Order in a Contract Year shall be limited to **250%** of the Charges paid or payable under that Order in respect of that Contract Year;
 - (b) subject to clause 9.8(a), the total aggregate liability of a Party arising under or in connection with an Order in a Contract Year shall be limited to **125%** of the Charges paid or payable under that Order in respect of that Contract Year; and
 - (c) the total aggregate liability of each Party arising under or in connection with this Agreement only (that is, this master framework agreement, not including any Orders placed under it) shall be limited to **£100,000**.

Conditions on the Right to Indemnification

- 9.9 In respect of any indemnification provided under this Agreement or any Order, as a condition to the right to receive indemnification for a claim, the indemnified Party shall:
- (a) give written notice of the claim promptly to the indemnifying Party;
 - (b) give the indemnifying Party sole control of the defence and settlement of the claim, however the indemnified Party shall have the right, but not the obligation, to participate in the defence of such claim with counsel reasonably acceptable to the indemnifying Party and at the indemnified Party's sole cost and expense;
 - (c) not compromise, settle or attempt to compromise or settle such claim;

- (d) provide to the indemnifying Party, at the indemnifying Party's expense, all available information and assistance; and
- (e) use all reasonable endeavours to mitigate any losses or damage.

9.10 In respect of any indemnification provided under this Agreement or any Order, the indemnifying Party shall not be responsible or liable for any settlement or admissions made without its written consent, nor liable for any indemnity in such circumstances. In no event may either Party enter into any third-party agreement, which would in any manner whatsoever, affect the rights of the other Party or bind the other Party in any manner to such third party, without the prior written consent of the other Party.

10 TERMINATION

10.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement and/or any affected Orders with immediate effect by giving written notice to the other Party if the other Party:

- (a) commits a material breach of any term of this Agreement or an Order, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) is unable to pay its debts as they fall due (or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986), or a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986;
- (c) ceases or threatens to cease to trade, or makes an assignment for the benefit of (or a composition with) its creditors or other arrangement of similar import, or has a receiver (or administrative receiver, administrator or a similar officer) appointed over all or a substantial part of its assets, or if a petition is presented (or an order is made by a court of competent jurisdiction or an effective resolution is passed) for winding up of that party otherwise than for the purpose of a bona fide reconstruction or amalgamation on terms previously approved in writing by the terminating party.

10.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement on giving not less than 30 days' written notice to the other. A Party may not terminate an Order for convenience unless termination for convenience rights are expressly set out in the applicable Order.

11 CONSEQUENCES OF TERMINATION

11.1 On termination (or expiry) of this Agreement, howsoever arising, each Order then in force at the date of such termination shall continue in full force and effect for the remainder of the Term of such Order, unless terminated earlier in accordance with the terms of such Order.

11.2 The termination or expiry of an Order shall cause any licences or rights of use granted thereunder to terminate or expire, as the case may be, but neither termination nor expiry of an Order shall affect any other Orders or this Agreement.

11.3 Any provision of this Agreement or an Order that expressly or by implication is intended to come into or continue in force on or after termination, including clause 1 (Definitions and interpretation), clause 9 (Exclusion and Limitation of liability), clause 11 (Consequences of termination), clause 14 (Confidentiality) and clause 27 (Governing law and jurisdiction), shall remain in full force and effect.

11.4 Termination of this Agreement or any Order shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of this Agreement or an Order which existed at or before the date of termination,

or the obligation of the Customer to pay any Charges in respect of Products and/or Services supplied before the date of termination.

- 11.5 On termination of an Order the Customer will not be entitled to any refund of any Charges except as expressly set out in the applicable Order or except for any Charges paid in advance for Products and/or Services to be supplied after the date of termination where the Customer has terminated an Order in accordance with this Agreement.

12 INTELLECTUAL PROPERTY

- 12.1 BAE Systems and its licensors shall retain all Intellectual Property Rights in their pre-existing and proprietary materials including, but not limited to, all Intellectual Property Rights in the Products, Services, Deliverables, and any software, hardware, data, documentation or other materials used to fulfil an Order. No Intellectual Property Rights shall transfer to the Customer by operation of this Agreement or an Order. BAE Systems reserves all rights not expressly granted to the Customer under this Agreement or an Order. Notwithstanding the foregoing, where any reference is made in a Deliverable to any aspect of the Customer's business, the same shall be considered Confidential Information and shall not be used or disclosed by BAE Systems other than in accordance with clause 14 (Confidentiality).
- 12.2 The Customer shall comply with any licence or right of use terms, and any associated usage restrictions, for the Product, Services and Deliverables as set out or referenced in the applicable Annex and/or Order.
- 12.3 Any ideas, know-how, techniques, work products or other materials that may be developed by BAE Systems hereunder, including any enhancements or modifications made to the Products or Services or any software, hardware, data or other materials used to fulfil an Order and regardless of whether or not influenced or suggested by Customer feedback, shall be the sole property of and vest solely in BAE Systems.

13 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 13.1 Subject to clause 9 (Exclusion and Limitation of Liability) and the other provisions of this clause 13 (Intellectual property rights indemnity) BAE Systems shall:
- (a) defend or settle, at its option, any legal proceeding brought against the Customer, to the extent that it is based on a claim that any Products, Services or Deliverables (each an "**Indemnified Item**") infringe in the United Kingdom or the European Union a third party's patent, trade secret, or copyright (a "**Claim**"); and
 - (b) indemnify the Customer against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case (or the amount of any settlement BAE Systems enters into).
- 13.2 If any Indemnified Item is found to infringe, or in the reasonable opinion of BAE Systems is likely to be the subject of a Claim, BAE Systems may, at its option:
- (a) obtain for the Customer the right to use such Indemnified Item; or
 - (b) replace or modify such Indemnified Item to make it non-infringing; or
 - (c) withdraw or cease providing such Indemnified Item, remove it from the scope of the Order, and refund a pro-rated portion of the Charges then paid in advance in respect of such Indemnified Item, as assessed against the duration and business benefit realised from the use of such Indemnified Item;

and the Customer will abide by BAE Systems decision in this regard.

- 13.3 BAE Systems shall have no liability or obligation to the extent that any Claim results from:

- (a) use of any Indemnified Item other than in accordance with the licence terms set out in this Agreement and the applicable Order;
- (b) use of any Indemnified Item in combination with any software, hardware, products or other equipment or materials not supplied by or approved in writing by BAE Systems;
- (c) BAE Systems' compliance with designs or specifications of the Customer;
- (d) any software, hardware, products or other equipment or materials supplied by or on behalf of the Customer (including any such things procured or obtained by BAE Systems acting on the instructions of the Customer) that have been incorporated into such Indemnified Item;
- (e) use of an allegedly infringing version of such Indemnified Item, if the infringement could have been avoided by the use of a different version made available to the Customer by BAE Systems; or
- (f) modification, repair, adjustment or enhancement of the Indemnified Item other than at BAE Systems' written direction.

13.4 This clause 13 (Intellectual Property Rights Indemnity) states the entire liability and obligation of BAE Systems and exclusive remedy of the Customer in respect of any Claims.

14 CONFIDENTIALITY

14.1 In respect of any Confidential Information disclosed pursuant to this Agreement, each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after expiry or termination of this Agreement, disclose or use any such Confidential Information of the other Party, except as permitted by this clause 14.

14.2 In respect of any Confidential Information disclosed pursuant to an Order, each Party undertakes that it shall not at any time during the Term of that Order, and for a period of five years after expiry or termination of the Order, disclose or use any such Confidential Information of the other Party, except as permitted by this clause 14.

14.3 Each Party may disclose the other Party's Confidential Information:

- (a) to its employees, officers, professional advisers and (in the case of BAE Systems) its Affiliates, subcontractors and consultants, in each case, who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement and/or an Order, provided that each Party shall ensure that any such persons to whom it discloses the other Party's Confidential Information comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where possible without breaching any legal or regulatory requirements, it shall give the other Party advance notice of the disclosure requirement and will co-operate with the other Party in seeking to oppose, minimise or obtain confidential treatment of the requested disclosure to the extent reasonably practicable.

14.4 Neither Party shall use any of the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement and/or an Order.

15 ANTI-CORRUPTION

15.1 Each Party shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010 ("**Anti-Corruption Legislation**");

- (b) not engage in any activity, practice or conduct which would constitute an offence under the relevant sections of the Anti-Corruption Legislation; and
- (c) have and shall maintain in place throughout the Term of this Agreement its own policies and procedures to seek to ensure compliance with the Anti-Corruption Legislation and will enforce them where appropriate.

15.2 Breach of any provision of this clause shall be deemed a material breach of this Agreement entitling the other to termination.

16 FORCE MAJEURE

16.1 Each Party will be excused from performance and not be liable to the other during any period (each a **"Force Majeure Event"**) during which, and to the extent that, it is prevented from performing its obligations due to (i) acts of nature (including natural disasters or bad weather); (ii) outbreak of illness, disease, pandemic or epidemic, war, riot, civil disturbance or acts of terrorism; (iii) acts (or any delay or failure to act) by of any government or authority (including the delay, refusal or revocation of any licence, permit, approval, permission or consent); (iv) fire, theft, or malicious or accidental damage; (v) failure of power, networking, telecommunications or underlying computer operating systems; (vi) strike or industrial action of any kind; or (vii) any other circumstances beyond the affected Party's reasonable control, provided that the affected Party promptly notifies the other Party and uses reasonable commercial efforts to minimise the effect of the Force Majeure Event.

16.2 If a Force Majeure Event continues for a period of more than 30 days, either Party may terminate this Agreement and/or the affected Order, without liability to the other Party, by giving not less than seven days' prior written notice.

17 VARIATION

17.1 No variation of this Agreement (including any Annexes) or any 'Special Terms' set out in an Order shall be effective unless it is in writing and signed by an authorised representative of both Parties.

17.2 The Parties may agree a change to the Products and/or Services provided under an Order (**"Change Request"**) by either:

- (a) executing a written Change Request signed by an authorised representative of both Parties; or
- (b) where available, executing a Change Request from any applicable standard catalogue of changes, and in accordance with BAE Systems' standard procedure for executing the same, as made available by BAE Systems from time to time (via BAE Systems' customer portal or otherwise in writing).

17.3 The Customer shall pay any additional Charges set forth in any agreed Change Request.

17.4 The Customer acknowledges that to consider a Change Request and prepare a quotation (except for those covered by any standard catalogue of changes made available by BAE Systems) may involve a diversion of resources, and accordingly accepts that if such activities result in a delay in the fulfilment of the Order then BAE Systems shall be entitled to a reasonable extension of time for performing its obligations.

17.5 Neither Party shall be entitled to or obligated by a Change Request until it has been presented and approved by both Parties in accordance with this clause 17 (Variation), and pending the execution of any Change Request, the time for performance regarding tasks dependent on resolution of the Change Request will be extended by the period of delay during which such dependent work could not reasonably proceed pending outcome of the Change Request.

- 17.6 Work performed by either Party to prepare, analyse or execute a Change Request will not be chargeable to the other Party.

18 WAIVER

- 18.1 A waiver of any right or remedy under this Agreement or any Order or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or any Order or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or any Order or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19 RIGHTS AND REMEDIES

- 19.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20 SEVERANCE

- 20.1 If any provision or part-provision of this Agreement or any Order is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement or any affected Order.
- 20.2 If any provision or part-provision of this Agreement or any Order is deemed deleted under clause 20.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 ENTIRE AGREEMENT

- 21.1 This Agreement and each Order shall constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter. In the event that the Customer issues a purchase order or similar document in relation to an Order, any terms and conditions set out therein shall not apply unless agreed as a variation in accordance with clause 17 (Variation).
- 21.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or an Order. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement or an Order. The Customer agrees that its purchases are not contingent on the delivery of any future functionality, capability or features unless expressly specified in an applicable Order.

22 ASSIGNMENT AND OTHER DEALINGS

- 22.1 BAE Systems may engage its Affiliates, and/or individuals or organisations on a sub-contract or consultancy basis, as BAE Systems sees fit to assist in the fulfilment of an Order.
- 22.2 Subject to clause 22.1, neither Party shall assign, transfer, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement or an Order without the prior written consent of the other Party.

23 NO PARTNERSHIP OR AGENCY

23.1 Nothing in this Agreement or an Order is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other.

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

24 THIRD PARTY RIGHTS

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

25 NOTICES

25.1 Any notice given to a Party under or in connection with this Agreement or an Order shall be in writing and:

- (a) in the case of notice of breach, termination or a claim under an indemnity, shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (b) in the case of other notices, may be delivered by email to the email address of the nominated point of contact for this Agreement or Order (as applicable) or one of the methods set out in clause 25.1(a).

25.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; or
- (c) if sent by email (subject to clause 25.1), upon delivery (provided delivery is not automatically rejected).

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

26 EXECUTION AND COUNTERPARTS

26.1 This Agreement and Orders may be executed:

- (a) 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; and/or
- (b) electronically between Parties and the electronically signed version shall constitute a valid, legally enforceable document.

27 GOVERNING LAW AND JURISDICTION

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

27.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or an Order or any of their subject matters or formation.

28 PUBLICITY

- 28.1 Neither Party shall issue any press release, public statement or acknowledgement regarding this Agreement or any Order without the prior written consent of the other, except that the Customer agrees that BAE Systems may use the Customer's name in its customer listings.

29 COVID-19

- 29.1 BAE Systems shall not be in breach of an obligation under this Agreement or any Order to the extent that the impact of the coronavirus disease (COVID-19) has caused BAE Systems' failure to meet such obligation. Any required changes to an Order resulting from or connected to the impact of COVID-19, shall be subject to the mutual agreement in accordance with clause 17 (Variation).

DATA PROCESSING ANNEX

The provisions of this Annex apply to any Orders involving the Processing (as defined in paragraph 1 below) of Customer Data (as defined in paragraph 1 below) as part of BAE Systems' delivery of the Services.

To the extent that Customer Data is also Confidential Information, the provisions of this Data Processing Annex shall apply in respect of such Customer Data to the exclusion of the confidentiality provisions set out in the Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply in this Annex:

Customer Data: any data (including Customer Personal Data), content or information made available by or on behalf of the Customer to BAE Systems for Processing as part of BAE Systems' delivery of the Services. This includes, without limitation, where such items (a) are entered into any software or web portal by the Customer's users; (b) originate from a third party provider in respect of which the Customer has a direct licence or other contract with the third party provider; or (c) are contained in Customer databases, data feeds or systems made available to BAE Systems. Customer Data does not include any component of the Services nor any proprietary materials, intellectual property or Confidential Information of BAE Systems or its licensors.

Customer Personal Data: any Personal Data Processed by BAE Systems on behalf of the Customer.

Data Protection Laws: the laws providing for the protection of natural persons with regard to any operations performed on information relating to them, and the movement of such information, including, without limitation, the GDPR and the UK GDPR.

EEA: the European Economic Area, being the Member States of the European Union plus Iceland, Liechtenstein and Norway.

GDPR: Regulation (EU) 2016/679 – the General Data Protection Regulation.

Processor to Processor Standard Contractual Clauses: the Standard Contractual Clauses comprising Module 3 thereof.

Standard Contractual Clauses: the standard contractual clauses adopted by the European Commission in Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to Third Countries pursuant to the GDPR.

Third Country: a country other than a country in the EEA.

UK GDPR: the retained EU law version of the GDPR, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by secondary legislation.

UK SCCs: means either (a) the clauses set out in European Commission Decision 2010/87/EC on standard contractual clauses for the transfer of Personal Data to Processors established in Third Countries under Directive 95/46/EC (as such clauses are amended in consequence of the withdrawal of the UK from the EU, or provision made by regulations under section 8 or 23 of the European Union (Withdrawal) Act 2018)) or (b) any replacements for the same as may be adopted by the UK.

The terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Processor**" shall have the meanings given to them in the applicable Data Protection Laws and "**Process**" and "**Processed**" shall be construed accordingly. "**Sub-processor**" means an entity engaged by a Processor to carry out specific Processing activities on behalf of the Controller.

2 LICENCE

2.1 Subject to the other provisions of this Annex, the Customer grants to BAE Systems a world-wide, limited-term licence to store, host, copy, display and use Customer Data as reasonably necessary for BAE Systems to provide, ensure proper operation of, and develop improvements to, the Services. Subject to the licence granted in this paragraph, all intellectual property rights, title and ownership of the Customer Data shall remain with the Customer at all times.

3 BAE SYSTEMS RESPONSIBILITIES

3.1 BAE Systems may disclose the Customer Data:

(a) to its employees, officers, professional advisers, Affiliates, subcontractors and consultants, in each case, who need to know such information for the purposes of delivering the Services, provided that BAE Systems shall ensure that any such persons to whom it discloses the Customer Data comply with this Data Processing Annex; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where possible without breaching any legal or regulatory requirements, it shall give the Customer advance notice of the disclosure requirement and will co-operate with the Customer in seeking to oppose, minimise or obtain confidential treatment of the requested disclosure to the extent reasonably practicable.

3.2 BAE Systems shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk when Processing Customer Data. The Parties agree that, where provided, the measures specified in BAE Systems' Security Policy (as may be updated by BAE Systems from time to time without materially decreasing the security of the Services), together with any specific measures set out in the applicable Order, ensure a level of security appropriate to the risk presented by the Processing of the Customer Data.

3.3 BAE Systems warrants that it has obtained the third-party certifications and audits set forth in the BAE Systems Security Policy. Upon the Customer's written request at reasonable intervals (but not more than once in a 12-month period), BAE Systems shall make available to the Customer or to the Customer's independent, third-party auditor (provided such auditor is not a competitor of BAE Systems) a summary of BAE Systems' then most recent third-party audits or certifications, as applicable. The Customer acknowledges that any such documentation is BAE Systems' Confidential Information.

3.4 Upon the termination or expiry of the applicable Order, BAE Systems shall:

(a) upon the Customer's request (provided such request is made with reasonable notice prior to the date of termination or expiry) deliver to the Customer an extract of the Customer Data then stored in the Services, using BAE Systems' standard format and delivery method; and

(b) irretrievably destroy or render inaccessible all Customer Data stored in the Services as soon as reasonably practicable;

except to the extent that, and for such period as, BAE Systems is legally required to retain the Customer Data.

4 CUSTOMER RESPONSIBILITIES

4.1 The Customer represents, undertakes and warrants that:

(a) all Customer Data has been and shall be collected and Processed by the Customer in accordance with applicable laws (including applicable Data Protection Laws);

(b) its Processing of Customer Data does not and shall not infringe the rights (including intellectual property rights) of any third parties;

(c) all Customer Data uploaded to the Services shall be compliant with any acceptable use policy set out or referenced in the relevant Order; and

(d) without limitation to the foregoing, it shall:

(i) take all steps necessary in order to ensure BAE Systems' Processing of the Customer Data on behalf of the Customer, as required by the applicable Order, can be carried out lawfully; and

(ii) obtain all consents, permissions and licences from any third parties required to Process the Customer Data in connection with the Services, and shall ensure that all such consents, permissions and licenses cover BAE Systems' Processing of the Customer Data.

4.2 If BAE Systems reasonably believes that any Customer Data does not comply with the Customer's representations, undertakings and warranties set out at paragraph 4.1, BAE Systems may, without prejudice to any other rights and remedies, remove the relevant Customer Data from the Services and/or suspend the Services until the potential violation is resolved.

4.3 The Customer shall defend, indemnify and hold BAE Systems harmless against any and all losses, damages, costs and expenses (including reasonable legal fees) arising out of or relating to third party claims that result from the Customer's breach of paragraph 4.1.

4.4 The Customer shall be responsible for ensuring the accuracy and completeness of all Customer Data, and BAE Systems shall be entitled to rely on same as being accurate and complete without seeking to verify it, unless otherwise agreed in an Order.

4.5 The Customer shall be responsible for reconstituting Customer Data in the event of any corruption or deletion. BAE Systems shall not be responsible for the backup and/or reconstitution of any Customer Data unless otherwise agreed in the applicable Order.

5 CUSTOMER PERSONAL DATA

5.1 Where BAE Systems Processes Customer Personal Data in the provision of the Services it shall do so only on the documented instructions of the Customer (including with regard to the transfer of Customer Personal Data to other countries) which documented instructions shall include this Agreement and each applicable Order in relation to the Processing referred to therein, unless Processing is otherwise required by law, in which case BAE Systems shall inform the Customer of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest.

5.2 In relation to the Processing of Customer Personal Data in the provision of the Services, the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects, and the obligations and rights of the Customer as a Controller, shall be set out in a data processing schedule to each applicable Order.

5.3 BAE Systems shall ensure that persons authorised to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.4 BAE Systems will be generally authorised to engage Sub-processors to Process the Customer Personal Data, subject to BAE Systems imposing by way of contract the same data protection obligations on the Sub-Processor as are imposed on BAE Systems under this Data Processing Annex.

5.5 BAE Systems shall promptly notify the Customer of any communication from a Data Subject regarding the Processing of Customer Personal Data, or any other communication relating to the Customer's obligations under applicable Data Protection Laws in respect of Customer Personal Data and, taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is

possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in applicable Data Protection Laws.

5.6 BAE Systems shall notify the Customer without undue delay of any Personal Data Breach of Customer Personal Data of which it becomes aware, and shall assist the Customer with its obligations pursuant to applicable Data Protection Laws, taking into account the nature of the Processing and information available to BAE Systems.

5.7 BAE Systems shall cease Processing the Customer Personal Data upon the termination or expiry of the applicable Order in accordance with paragraph 3.4 above.

5.8 BAE Systems shall make available to the Customer on request all information necessary to demonstrate compliance with this paragraph 5 (Customer Personal Data), and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer (not being a competitor of BAE Systems).

5.9 BAE Systems shall immediately inform the Customer if, in its opinion, an instruction infringes applicable Data Protection Laws.

5.10 Where BAE Systems as a Processor transfers Customer Personal Data to which the GDPR applies from the EEA, or a Third Country which ensures an adequate level of data protection (as determined by the European Commission), to a Sub-processor in a Third Country that does not ensure an adequate level of data protection, BAE Systems (as "data exporter") shall complete and enter into the Processor to Processor Standard Contractual Clauses with each Sub-processor.

5.11 Where BAE Systems as a Processor transfers Customer Personal Data to which the UK GDPR applies from the UK or a country which ensures an adequate level of data protection (as determined by the UK Information Commissioner), to a Sub-processor in a country which does not ensure an adequate level of data protection, then to the extent that it does not already do so pursuant to Article 28(4) of the UK GDPR, BAE Systems shall ensure that its sub-contract with the Sub-processor shall impose obligations on the Sub-processor equivalent to those imposed on the data importer under the Controller to Processor version of the UK SCCs, thereby ensuring an adequate level of data protection for the Customer Personal Data.

PROFESSIONAL SERVICES ANNEX

The provisions of this Annex apply to any Orders for professional services (where indicated in the Order).

1 LICENCE

- 1.1 Subject to the terms of this Agreement and the relevant Orders, each Order for professional services shall grant to the Customer a non-exclusive, worldwide, perpetual, non-transferable, non-assignable, non-sublicensable (except as permitted in paragraph 1.2 below) licence to use the Deliverables solely for its internal business purposes.
- 1.2 Subject to the terms of this Agreement, the Customer may copy, and/or create derivative works based on, the Deliverables and distribute to the Customer's Affiliates, solely for their internal business purposes only.
- 1.3 The rights granted under paragraph 1.2 above are expressly conditioned upon the Customer:
 - (a) ensuring any copies bear all such copyright or other proprietary notices as are affixed to the original; and
 - (b) being responsible for its Affiliates' compliance with the terms and conditions of this Agreement and the Order.

2 ACCEPTANCE

- 2.1 Acceptance of the Deliverables will be based on the acceptance criteria and/or process set out in the Order. In the absence of any acceptance criteria and/or process, acceptance will be deemed if BAE Systems has not received any reasonable written objection from the Customer that the Deliverables are materially non-compliant with the requirements of the Order, with a specific list of such failures, within seven days of delivery. If the Customer rejects the Deliverables in accordance with the foregoing, BAE Systems shall correct such failures in a reasonable period and resubmit for acceptance in accordance with this paragraph.
- 2.2 Notwithstanding the presence of any acceptance criteria and/or process or the raising of any objection, the Deliverables shall nevertheless be deemed accepted upon any use of the Deliverables in a live or operational environment or manner otherwise consistent with acceptance of such Deliverables.

3 PERSONNEL

- 3.1 BAE Systems' personnel shall, when working on the Customer's premises, conform to the Customer's reasonable general working policies and procedures, provided that BAE Systems has received reasonable notice of such policies and procedures prior to the personnel entering the premises. Where such policies or procedures materially affect the cost or performance of the Services or other obligations of BAE Systems and are presented to BAE Systems after execution of an Order, BAE Systems adherence to such policies and procedures shall be subject to mutual agreement and may be subject to additional charge.
- 3.2 In the event that official advice warns against travel to or around a location where BAE Systems' personnel are due to travel pursuant to any Order, any additional costs to ensure appropriate insurance will be charged to the Customer and BAE Systems reserves the right, without liability on its part, to repatriate any personnel who are already in that location and to postpone performance of the Services to a later date to be agreed by both Parties, and any associated delivery timescales shall be adjusted accordingly.
- 3.3 Neither Party shall during the Term of any Order and for a period of six months following its termination or expiry, either on its own account (through its employees or agents or otherwise) or on behalf of any other person or organization and other than by general advertising solicit, procure or entice away (or, in

each case, attempt so to do), either directly or indirectly, the services of any person who is or was employed or engaged by the other Party in the provision of the Services without the prior written consent of that Party, such consent not to be unreasonably withheld.

ORDER FOR INCIDENT RESPONSE SERVICES

Order reference:	
Date:	

Customer:	BAE Systems:
[Customer legal entity name] a company registered in [country] with registered number [number] whose registered office is at [address]	BAE Systems Applied Intelligence Limited a company registered in England and Wales with registered number 01337451 whose registered office is at Waterside House, Surrey Research Park, Guildford Surrey GU2 7YP
Background: This Order is issued in accordance with and subject to the Master Framework Agreement (the “ Agreement ”) between BAE Systems and the Customer made on [insert date]. Any capitalised terms not defined herein shall have the meaning given in the Agreement.	
Applicable Annexes The Parties agree that the following Annexes to the Agreement will apply to this Order: - Professional Services Annex - Data Processing Annex	
Agreed for and on behalf of the Customer:	Agreed for and on behalf of BAE Systems:
Name:	Name:
Title:	Title:
Signature:	Signature:

ORDER FORM

1 TERM

Initial Term:	[x months]
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Following expiry of the Initial Term, the Term of this Order shall automatically extend for successive periods of 12 months (each a “**Renewal Term**”) each unless cancelled by:

- (a) the Customer giving not less than 30 days’ written notice to BAE Systems prior to the end of the Initial Term or the then-current Renewal Term; or
- (b) BAE Systems giving not less than 60 days’ written notice to the Customer prior to the end of the Initial Term or the then-current Renewal Term;

indicating that it does not require the Term to extend beyond the Initial Term or that Renewal Term.

BAE Systems may change the Charges payable for each Renewal Term by providing written notification to the Customer at least 60 days’ prior to the start of the applicable Renewal Term (in order to give the opportunity for the Customer to cancel the renewal in accordance with the paragraph above).

2 SERVICES AND CHARGES

Description	Charges
Incident Response – Annual retainer [50/100/200] analyst hours IR Call-off Budget per Contract Year - Services as described in attached Services Schedule	[£xxxxx per year]

Charges are invoiced annually in advance with first invoice on the Effective Date

3 SPECIAL TERMS

The Customer acknowledges that it has been referred to BAE Systems from the UK National Cyber Security Centre (NCSC) under NCSC’s certified Cyber Incident Response (CIR) scheme and agree that, under the terms of that scheme, BAE Systems may be required to share a copy of the Post-Incident Reports with NCSC on a confidential basis. BAE Systems shall consult with the Customer before such disclosure to NCSC and, to the extent permitted by the terms of the CIR scheme, co-operate with the Customer in minimising the disclosure to the extent reasonably practicable (for example, by redacting sections of the reports).

INCIDENT RESPONSE (IR) RETAINER – SERVICES SCHEDULE

1 DEFINITIONS

- 1.1 The following definitions apply in this Schedule:

IR Call-off Budget: the fixed capacity set of incident response analyst hours included with the Services for each Contract Year as specified on the Order, together with any additional 'top-up' hours purchased pursuant to a Change Request.

IR Hotline: the meaning given in section 6 (Incident Response) below.

Initial Customer Call: the meaning given in section 6 (Incident Response) below.

Specialist Call Back: the meaning given in section 6 (Incident Response) below.

Task: each engagement for a set of incident response or incident readiness activities to be undertaken by BAE Systems, as mutually agreed in writing in accordance with this Schedule.

Working Day: a day other than a weekend or public/federal holiday (and, in the case of the USA, the day after Thanksgiving) in the location/time-zone specified on the Order (or the location from which BAE Systems provides the Services, if not specified).

Working Hours: an 8 hour work period between the hours of 0830-1730 on Working Days.

- 1.2 Any communications 'in writing' under this Schedule may be by email or via BAE Systems' customer portal.

2 SERVICE OVERVIEW

- 2.1 BAE Systems' Incident Response Services provide access to specialist IR analysts from BAE Systems' cyber security incident response team to support the Customer with the response to cyber security incidents 24x7x365, and to assist the Customer with incident readiness activities.
- 2.2 The Services provide an IR Call-off Budget which the Customer can call-off in accordance with this Schedule, with the option to purchase 'top-ups' to the IR Call-off Budget as required.

3 ON-BOARDING

- 3.1 To set up the Services, BAE Systems shall review any key documentation provided by the Customer and hold an on-boarding workshop with the Customer to complete the following on-boarding activities:
- (a) gain an understanding of the Customer's IT estate, security controls, and detection and response capability;
 - (b) discuss the Customer's internal business processes for security incident response and agree how these will integrate with BAE Systems cyber security incident response team;
 - (c) agree the key points of contacts regarding the Services;
 - (d) confirm the involvement of any third parties (e.g. Customer's IT suppliers) and agree the roles and responsibilities regarding communication with and management of those third parties in respect of security incident response; and
 - (e) review any previous incidents and known vulnerabilities affecting the Customer's IT estate.
- 3.2 The workshop shall be held at a time and location to be mutually agreed, which may be by teleconference.

- 3.3 BAE Systems shall also work with the Customer to establish a secure email channel for the purposes of communications regarding the Services.
- 3.4 Upon request from the Customer, BAE Systems shall provide a short report (Deliverable DEL-IR-01) based on the information gathered through the on-boarding activities setting out any key observations and recommendations as to how the Customer could improve its incident response capabilities.

4 SCOPE OF THE SERVICES

- 4.1 Following completion of on-boarding, BAE Systems shall provide the Customer with access to specialist analysts from its cyber security incident response team on an ad-hoc basis during the Term for incident response Tasks, including:
- (a) **Evidence Acquisition:** Acquisition of forensic images from a range of devices;
 - (b) **Disk Image Analysis:** Review of a disk image to identify evidence of malicious activity including presence of remote access tools;
 - (c) **Attack Attribution:** Help to identify the actors responsible for the attack;
 - (d) **Emergency Monitoring:** Deployment of host-based software to collect rich data for monitoring in support of an investigation;
 - (e) **Memory Forensics:** Capture and review of memory to identify malicious processes or find decrypted command and control messages;
 - (f) **Network Capture Analysis:** Review of packet capture files to extract and analyse content of suspicious network sessions;
 - (g) **Remediation Advice:** Help with identifying appropriate remediation actions, scheduling the implementation and confirming success;
 - (h) **Log Data Analysis:** Review of log files including proxy, VPN, and IDS appliances as well as Windows Events and other host-based logs;
 - (i) **Malware Analysis:** High-level malware analysis to extract key signatures and behaviours;
 - (j) **Reverse Engineering:** Full reverse engineering of malware samples to try and recover encryption routines and capability;
 - (k) **Third Party Enquiries:** Help with requesting support or responding to requests from external bodies;
 - (l) **Email Analysis:** Review of a suspected email to determine if the content is safe, or bulk analyses to identify if email was the attack vector;
 - (m) **Forensic Data Recovery:** Forensic extraction or retrieval of data;
 - (n) **Mobile Device Forensics:** Recovery and analysis of data from a mobile device;
 - (o) **Forensic Investigation:** Investigate a cyber security incident end to end;
 - (p) **Threat Hunting:** Proactively searching through networks and systems to detect and isolate advanced threats that evade existing security solutions;
 - (q) **Endpoint Detection and Response (EDR):** Using EDR software on client infrastructure in response to a cyber incident;
 - (r) **Cloud Incident Response / Forensics:** Forensics and incident response on multiple cloud platforms;
 - (s) **Post Incident Monitoring:** Monitoring using EDR tools after a cyber attack;

- (t) **Executive Incident Support:** Emergency non-technical consulting support to the organisation's management or executive teams during a cyber incident; or
 - (u) **Technical Incident Management:** Assistance in orchestrating and undertaking the technical aspects of wider incident response activities.
- 4.2 The specific incident response Tasks to be conducted are subject to mutual agreement in writing in accordance with section 6 (Incident Response) below.
- 4.3 The Services may also be used for incident readiness Tasks where mutually agreed in accordance with section 7 (Incident Readiness) below.
- 4.4 BAE Systems shall be under no obligation to provide the Services until on-boarding has been completed (but may do so at its discretion if requested by the Customer).

5 IR CALL-OFF BUDGET

- 5.1 The Services are provided on a fixed capacity basis up to the total IR Call-off Budget that has been purchased by the Customer. The Services provide the Customer with an inclusive IR Call-off Budget as specified on the Order for each Contract Year. The Customer has the option to purchase additional IR analyst hours to 'top-up' the IR Call-off Budget via a Change Request. For more extensive engagements, the Customer may place a separate Order for consultancy services.
- 5.2 Any budget/effort estimates provided to the Customer are indicative estimates only. The draw down from the IR Call-off Budget will be calculated based on the actual hours worked on the agreed Tasks using:
- (a) minimum units of one hour for any incident response Tasks; and
 - (b) minimum units of four hours for any incident readiness Tasks.
- 5.3 BAE Systems will be under no obligation to commence, or continue (for in-progress Tasks), providing the Services (including the completion of any agreed Deliverables) in the event that the IR Call-off Budget is exhausted. BAE Systems recommends that the Customer maintains a balance of at least 40 analyst hours in the IR Call-Off Budget to prevent any delays in responding to new incidents.
- 5.4 The inclusive IR Call-Off Budget specified on the Order is provided for each Contract Year and is valid only for that Contract Year. Any inclusive IR Call-off Budget that is unused at the end of the Contract Year is non-refundable and may not be carried over to subsequent Contract Years. IR Call-off Budget may not be brought forward from future Contract Years.
- 5.5 Any 'top-ups' to the IR Call-Off Budget purchased pursuant to a Change Request are valid for 12 months from the date of the Change Request or until the end of the Term (whichever is the sooner), and are non-refundable if not used.

6 INCIDENT RESPONSE

- 6.1 BAE Systems shall maintain a 24x7x365 telephone hotline for the Customer to report incidents (the "**IR Hotline**"). When the Customer believes a security incident has occurred and wishes to engage the Services, the Customer shall call the IR Hotline (the "**Initial Customer Call**"). The Initial Customer Call will be answered by an operator from one of BAE Systems' global delivery centres who will capture initial details about the security incident and provide an estimate on the timing of the Specialist Call Back.
- 6.2 Following the Initial Customer Call, an IR analyst will call back the Customer (the "**Specialist Call Back**") to discuss the incident in more detail and agree the details of the Task that BAE Systems will undertake to assist with the response, including whether any on-site support is required.

- 6.3 Following the Specialist Call Back, BAE Systems shall then summarise the details of the agreed Task in writing, incorporating an initial indicative estimate of the IR Call-off Budget required. The Customer shall then respond in writing to confirm whether or not to proceed.
- 6.4 Following written confirmation from the Customer, BAE Systems shall proceed with the agreed Task. Where the Customer has requested an 'emergency' response the SLA-IR-01 (Emergency Response) Service Level (as set out in section 12 (Service Levels) below) will apply. BAE Systems shall use reasonable endeavours to meet any timescales agreed with the Customer in writing for the performance of the Task.
- 6.5 Throughout the Task, BAE Systems shall keep the Customer updated on progress and the Customer's usage of the IR Call-off Budget. Any changes/extensions to the scope of the agreed Tasks will be subject to mutual agreement in writing.
- 6.6 Where requested by the Customer, upon completion of each Task BAE Systems shall prepare a short report (Deliverable DEL-IR-02) summarising the incident response actions taken and any analysis outputs, together with any observations and recommendations. The effort to prepare this report will be drawn from the IR Call-off Budget.

7 INCIDENT READINESS

- 7.1 Provided that the Customer has purchased an inclusive IR Call-off Budget (excluding any 'top-ups') of at least 100 analyst hours per Contract Year, the Customer may, subject to the other provisions of this section 7 (Incident Readiness), use the IR Call-off Budget for incident readiness activities, including:
- (a) **Incident Response Training:** CPD accredited incident response training for information security teams;
 - (b) **Incident Response Readiness Assessment:** Readiness assessment of all aspects of the organisation's incident response capability;
 - (c) **Incident Response Tabletop Exercise - Technical:** Interactive bespoke exercises designed to test the organisation's technical team's response to a cyber attack;
 - (d) **Incident Response Tabletop Exercise - Board:** Interactive bespoke exercises designed to test the organisation's board / executive management response to a cyber attack;
 - (e) **Incident Response Process / Playbook Creation:** Customised incident response process and playbooks created by our security experts using learnings from real life incident response experience;
 - (f) **Incident Response Process / Playbook Review:** Review of existing incident response process and playbooks by BAE Systems' consultants using learnings from real life incident response experience;
 - (g) **Post Incident Review:** Review of a cyber incident and the response to it; or
 - (h) **Purple Team Workshop:** Independent review of the Customer's incident response team's response to a red team penetration test / exercise
- 7.2 Such incident readiness activities must be scheduled with BAE Systems agreement at a mutually convenient time, and subject to resource availability. The Customer should raise a request with BAE Systems with as much notice as possible, and acknowledges that BAE Systems typically requires a minimum of 4-6 weeks' notice. The scope and timescales of any incident readiness Tasks will be subject to mutual agreement in writing.
- 7.3 BAE Systems may decline requests for incident readiness activities that would deplete the IR Call-Off Budget below the minimum recommended balance required to respond effectively to new incidents.

8 CANCELLATION OF AGREED TASKS

- 8.1 The Customer may cancel a Task at any time upon immediate written instruction to BAE Systems, provided that:
- (a) the Customer shall give as much notice as reasonably possible of any cancellation;
 - (b) all Services performed up to and including the time of such cancellation (and any travel time to return from Customer site) will be chargeable and drawn from the IR Call-off Budget;
 - (c) the Customer shall pay any expenses or material costs incurred or committed in respect of the cancelled Tasks which, in BAE Systems' reasonable opinion, cannot be defrayed elsewhere; and
 - (d) for incident readiness Tasks, 16 hours will be deducted from the balance of the IR Call-Off Budget if the Customer cancels a Task less than 10 Working Days prior to its scheduled start date (or once a Task has already started).
- 8.2 Any requests to reschedule a Task are first treated as a cancellation in accordance with the above. Scheduling a replacement Task is then subject to mutual agreement in writing.
- 8.3 For the avoidance of doubt, cancellation of an agreed Task shall not terminate the Order.

9 WORKING HOURS AND LOCATION

- 9.1 The Incident Response Services described in Section 6 (Incident Response) are provided 24x7x365. The Specialist Call Back and initial activities for incident response Tasks will always be performed remotely from one of BAE Systems' global delivery centres. Subsequent support may be provided on-site where mutually agreed in writing (and subject to availability). Where BAE Systems agrees to provide on-site incident response, the travel time will be chargeable and drawn down from the IR Call-off Budget.
- 9.2 All incident readiness Tasks are provided during Working Hours only. The location of the incident readiness Tasks will be subject to mutual agreement in writing.
- 9.3 All travel and subsistence expenses for any on-site work, and any materials expenses, will be charged in addition to the Charges in accordance with the Agreement.

10 TOOLING

- 10.1 In support of an agreed Task, BAE Systems may recommend that the Customer deploys certain hardware or software to the Customer network for a limited period. Where the use of such hardware or software would incur additional Charges, this shall be subject to mutual agreement pursuant to a Change Request.
- 10.2 In addition to the licence terms set out in the Agreement such hardware and/or software is made available to the Customer:
- (a) subject to the Customer's compliance with any additional Customer responsibilities (for example regarding support to installation) and licence terms as may be set out or referenced in any accompanying documentation;
 - (b) for the Customer's internal use only in relation to, and for the duration of, the agreed Task; and
 - (c) on an 'as-is' basis and the Customer acknowledges that BAE Systems does not make any warranty or representation in relation to such hardware or software or any results they may produce.
- 10.3 The Customer shall uninstall and return all such hardware and software to BAE Systems within 30 days of completion of the applicable Task, unless it is otherwise agreed in writing to keep such hardware or software installed for a longer period in readiness for potential use on future Tasks.

- 10.4 Where BAE Systems agrees that the Customer may securely destroy (rather than return) any hardware, for example for security reasons, the Customer shall reimburse BAE Systems for the cost of a replacement.

11 REVIEW MEETINGS

- 11.1 BAE Systems shall organise quarterly service review teleconference calls with the Customer ("**Quarterly Service Reviews**"). The purpose of the Quarterly Service Review is to review any incidents that have occurred during the quarter, discuss any trends or views on the Customer's incident response capabilities, discuss potential incident readiness Tasks and review the Customer's usage of the IR Call-off Budget.
- 11.2 Where the Term is longer than 12 months, BAE Systems shall organise annual review meetings ("**Operational Review**") with the Customer at the start of Contract Year 2 and at the start of each Contract Year thereafter until the end of the Term.
- 11.3 The purpose of the Operational Review is to review and update the details agreed during the initial on-boarding workshop to ensure they are still valid and incorporate any 'lessons learned' identified from security incidents that may have occurred during the previous Contract Year.
- 11.4 The Operational Reviews shall be held at a time and location to be mutually agreed, which may be by teleconference. Following each Operational Review, BAE Systems shall, if requested by the Customer, update the details of the on-boarding report (Deliverable DEL-IR-01).

12 SERVICE LEVELS

- 12.1 The following Service Level will apply to any incident response Tasks:

Ref	Name	Measure	Service Level
SLA-IR-01	Emergency Response	Time elapsed from the end of the Initial Customer Call to the Specialist Call Back. This Service Level only applies where the Customer requested an 'emergency response' in the Initial Customer Call.	2 hours

- 12.2 The Service Level only applies following completion of the on-boarding activities and where the Customer has sufficient IR Call-off Budget available. The Service Level does not apply to incident readiness Tasks.
- 12.3 The Service Level will be extended during any period where BAE Systems is waiting for access to materials, information, premises, records, systems, personnel or other assistance or authorisation from the Customer or any third parties, in particular but without limitation where BAE Systems is awaiting written confirmation to proceed from the Customer following the Specialist Call Back.
- 12.4 In the event that BAE Systems fails to meet the Service Level in respect of an individual incident response Task, the Customer shall be entitled to receive a single service credit of 16 hours which shall be added to the IR Call-off Budget for that Contract Year, subject to an aggregate cap of 64 hours in each Contract Year. The entitlement to such service credits shall represent the Customer's sole remedy for the failure by BAE Systems to achieve the Service Level.

13 DELIVERABLES

13.1 BAE Systems shall provide the following Deliverables as the output of the Services:

Ref	Deliverable	Description	Timing
DEL-IR-01	On boarding report	Short report setting out any key observations and recommendations made by BAE Systems during the on-boarding activities as to how the Customer could improve its incident response capabilities. This is provided only if the Customer has requested an on boarding report. Where requested by the Customer, BAE Systems will update this report following each Operational Review.	Within 10 Working Days of the completion of the on-boarding activities or the annual Operational Review.
DEL-IR-02	Post-Incident report	Short report setting out the incident response actions taken, including the output of any analysis activities, together with any observations/recommendations. This is provided only if the Customer has requested a post-incident report.	Within 10 Working Days of the completion of each incident response Task

13.2 The Customer may request additional or interim Deliverables in respect of each incident response Task, subject to agreement by BAE Systems in writing. BAE Systems will use reasonable endeavours to meet any reasonable timescales requested by the Customer for these additional/interim Deliverables.

13.3 Specific Deliverables may also be mutually agreed for any incident readiness Tasks.

13.4 All Deliverables are deemed accepted on delivery. Any amendments requested by the Customer are subject to agreement by BAE Systems and the effort will be drawn from the IR Call-off Budget.

14 DEPENDENCIES

14.1 The Customer shall be responsible for meeting the following dependencies:

Ref	Dependency	Description	Required by
DEP-IR-01	Secure email channel	The Customer shall provide a secure email channel for communications regarding the Services (using one of BAE Systems' supported formats). BAE Systems is only responsible for configuring BAE Systems' own mail servers for the agreed secure email channel; the Customer is responsible for correctly configuring its own equipment.	Completion of on-boarding
DEP-IR-02	Documentation	The Customer shall provide BAE Systems with any relevant documentation regarding the Customer's network architecture, incident response management capabilities/processes and details of past incidents and known vulnerabilities.	Prior to the on-boarding workshop, with regular updates through the Term

Ref	Dependency	Description	Required by
DEP-IR-03	Meeting attendance	The Customer shall ensure the attendance of the relevant Customer personnel at the on-boarding workshop and any review meetings.	For each scheduled meeting/workshop
DEP-IR-04	Engagement process	The Customer shall raise all requests for Services in accordance with sections 6 (Incident Response) and 7 (Incident Readiness) and provide prompt confirmation in writing of the Task details submitted by BAE Systems.	As required
DEP-IR-05	End user interaction	The Customer shall be responsible for all contact with its end-user community regarding any security incidents. BAE Systems shall not be obliged to have any direct contact with end users.	Throughout

15 AFFILIATE USE

15.1 The Customer may use the Services for Tasks with Customer Affiliates provided that the Services are always managed via the Customer, including that:

- (a) all Tasks are managed through, and all Deliverables are delivered to, the same Customer point of contact;
- (b) there is a single, common set of business processes for incident response, agreed through a single on-boarding workshop and annual Operational Review;
- (c) the Quarterly Review Meetings and Operational Reviews will be held with the Customer only.

If any Affiliates request a direct engagement with BAE Systems this would require a separate Order.

16 ADDITIONAL TERMS

16.1 As a result of providing the Services, BAE Systems may derive information, data and know-how relating to threat actor identities and methodologies, samples of malware, indicators of compromise (including suspect domains, IP addresses, URL patterns seen in an attack, compromised websites and email addresses used by threat actors, malware hashes, file paths, and registry keys) and other intelligence regarding cyber security threats. Such threat intelligence information, data and know-how does not constitute Customer Data. BAE Systems may use this threat intelligence in providing cyber security services to other customers and in sharing anonymised threat intelligence with government agencies and industry bodies. In turn, BAE Systems may use the threat intelligence it has gained from its other customers and government and industry partnerships in providing the Services to the Customer. Where BAE Systems shares details of any threat intelligence it has received from third parties with the Customer, BAE Systems will do so in good faith and make reasonable attempts to verify accuracy however BAE Systems provides no warranty with regards to the accuracy or completeness of such threat intelligence and Customer's reliance on it is at its own risk, to the fullest extent permitted by applicable law.

16.2 In response to a security incident, BAE Systems may recommend that the Customer authorises BAE Systems to notify a relevant government agency or industry body with detailed information relating to the incident that may identify the Customer. BAE Systems will only recommend sharing such information where strictly necessary and where in doing so BAE Systems believes it will enable BAE Systems to provide the Services to the Customer more effectively. BAE Systems will only share such detailed information that identifies the Customer with the Customer's prior written consent (email communication is acceptable), unless otherwise required by law.

ORDER FOR INCIDENT RESPONSE SERVICES

Order reference:	
Date:	

Customer:	BAE Systems:
[Customer legal entity name] a company registered in [country] with registered number [number] whose registered office is at [address]	BAE Systems Applied Intelligence Limited a company registered in England and Wales with registered number 01337451 whose registered office is at Waterside House, Surrey Research Park, Guildford Surrey GU2 7YP
Background:	
This Order is issued in accordance with and subject to the Master Framework Agreement (the " Agreement ") between BAE Systems and the Customer made on [insert date]. Any capitalised terms not defined herein shall have the meaning given in the Agreement.	
Applicable Annexes	
The Parties agree that the following Annexes to the Agreement will apply to this Order: - Professional Services Annex - Data Processing Annex	
Agreed for and on behalf of the Customer:	Agreed for and on behalf of BAE Systems:
Name:	Name:
Title:	Title:
Signature:	Signature:

ORDER FORM

4 SERVICES AND CHARGES

BAE Systems shall provide the Services described in the attached Schedule [in UK Working Hours/Working Days] on a time and materials basis using the following rate card:

Role	Rate per hour (or part thereof)
Lead Incident Manager	[£xxxxx per hour]
Incident Response Specialist	[£xxxxx per hour]
Incident Response Analyst	[£xxxxx per hour]

The Charges are invoiced monthly in arrears, or upon completion of the Services, whichever is the sooner.

5 SPECIAL TERMS

The Customer acknowledges that it has been referred to BAE Systems from the UK National Cyber Security Centre (NCSC) under NCSC's certified Cyber Incident Response (CIR) scheme and agree that, under the terms of that scheme, BAE Systems may be required to share a copy of the Post-Incident Report with NCSC on a confidential basis. BAE Systems shall consult with the Customer before such disclosure to NCSC and, to the extent permitted by the terms of the CIR scheme, co-operate with the Customer in minimising the disclosure to the extent reasonably practicable (for example, by redacting sections of the report).

EMERGENCY INCIDENT RESPONSE (IR) – SERVICES SCHEDULE

1 DEFINITIONS

1.1 The following definitions apply in this Schedule:

Working Day: a day other than a weekend or public/federal holiday (and, in the case of the USA, the day after Thanksgiving) in the location/time-zone specified on the Order (or the location from which BAE Systems provides the Services, if not specified).

Working Hours: an 8 hour work period between the hours of 0830-1730 on Working Days.

1.2 Any communications 'in writing' under this Schedule may be by email or via BAE Systems' customer portal.

2 SCOPE OF SERVICES

2.1 BAE Systems shall provide the Customer with access to specialist analysts from its cyber security incident response team on a time and materials basis to support the Customer with responding to cyber security incidents. Activities may include:

- (a) **Executive Incident Support** – emergency non-technical consulting support to management and executive teams during an incident, to support planning, co-ordination and response;
- (b) **Technical incident management** – assistance in orchestrating and undertaking the technical aspects of wider incident response activities;
- (c) **Disk image analysis** – analysing an disk image taken from a Customer asset (or part of a disk based on a subset of files that can be recovered) to confirm its link to an incident;
- (d) **Malware/binary analysis** – analysing and reverse engineering suspected malware binaries, to assess whether the binary is malicious and assessing the capability and impact of the malware;
- (e) **Network traffic analysis** – analysing network traffic (such as IP protocols and netflow), to assess whether malicious activity is taking place;
- (f) **Log analysis** – analysing log data (such as proxy logs, Windows event logs or firewall logs) provided to assess whether malicious activity is taking place;
- (g) **Email analysis** – analysing suspected malicious emails, to assess whether the email is linked to an incident and identify suspected malware binaries;
- (h) **Threat analysis** – providing an assessment of a threat the Customer is concerned about; and
- (i) **Post-incident reviews** – providing a high-level review of an incident and the Customer's response to it, to inform the Customer's understanding of its exposure to cyber threats and its incident response capabilities.

2.2 The specific incident response activities to be undertaken by BAE Systems under this Order, and the associated target timescales, are subject to mutual agreement in writing (each a "**Task**"). Any estimates provided to the Customer in respect of each Task are indicative estimates only. BAE Systems will only commence work following written confirmation from the Customer on the agreed Tasks.

2.3 BAE Systems shall keep the Customer updated on progress of the agreed Tasks and the forecast Charges. Any changes/extensions to the scope of the agreed Tasks will be subject to agreement in writing.

2.4 Where requested by the Customer, upon completion of each Task BAE Systems shall prepare a short report (Deliverable DEL-IR-01) summarising the incident response actions taken and any analysis outputs, together with any observations and recommendations. The effort to prepare this report will be chargeable.

2.5 This Term of the Order will end on the completion (or earlier cancellation in accordance with Section 7 (Cancellation) below) of all agreed Tasks.

2.6 Any communications 'in writing' under this Schedule may be by email or via BAE Systems' customer portal.

3 WORKING HOURS AND LOCATION

3.1 The initial activities for each Task will always be performed remotely from one of BAE Systems' global delivery centres and during Working Hours only. Subsequent support may be provided on-site and/or outside of Working Hours where mutually agreed in writing (and subject to availability). Where BAE Systems agrees to provide on-site incident response, the travel time will be chargeable.

3.2 All travel and subsistence expenses for any on-site work, and any materials expenses, will be charged in addition to the Charges in accordance with the Agreement.

4 TOOLING

4.1 In support of an agreed Task, BAE Systems may recommend that the Customer deploys certain hardware or software to the Customer network for a limited period. Where the use of such hardware or software would incur additional Charges, this shall be subject to mutual agreement in writing.

4.2 In addition to the licence terms set out in the Agreement such hardware and/or software is made available to the Customer:

- (a) subject to the Customer's compliance with any additional Customer responsibilities (for example regarding support to installation) and licence terms as may be set out or referenced in any accompanying documentation;
- (b) for the Customer's internal use only in relation to, and for the duration of, the agreed Task; and
- (c) on an 'as-is' basis and the Customer acknowledges that BAE Systems does not make any warranty or representation in relation to such hardware or software or any results they may produce.

4.3 The Customer shall uninstall and return all such hardware and software to BAE Systems within 30 days of completion of the applicable Task, unless it is otherwise agreed in writing to keep such hardware or software installed for a longer period in readiness for potential use on other Tasks.

4.4 Where BAE Systems agrees that the Customer may securely destroy (rather than return) any hardware, for example for security reasons, the Customer shall reimburse BAE Systems for the cost of a replacement.

5 DELIVERABLES

5.1 BAE Systems shall provide the following Deliverables as the output of the Services:

Ref	Deliverable	Description	Timing
DEL-IR-01	Post-Incident report	Short report setting out the incident response actions taken, including the output of any analysis activities, together with any observations/recommendations. This is provided only if the Customer has requested that BAE Systems provides a post-incident report.	Within 10 Working Days of the completion of each incident response Task

5.2 The Customer may request additional or interim Deliverables in respect of each incident response Task, subject to agreement by BAE Systems in writing. BAE Systems will use reasonable endeavours to meet any reasonable timescales requested by the Customer for these additional/interim Deliverables.

- 5.3 All Deliverables are deemed accepted on delivery. Any amendments requested by the Customer are subject to agreement by BAE Systems and the effort to make such amendments will be chargeable.

6 DEPENDENCIES

- 6.1 The Customer shall be responsible for meeting the following dependencies:

Dependency	Description	Required by
Secure email channel	The Customer shall provide a secure email channel for communications regarding the Services (using one of BAE Systems' supported formats). BAE Systems is only responsible for configuring BAE Systems' own mail servers for the agreed secure email channel; the Customer is responsible for correctly configuring its own equipment.	Upon commencement
Documentation	The Customer shall provide BAE Systems with any relevant documentation regarding the Customer's network architecture, incident response management capabilities/processes and details of past incidents and known vulnerabilities.	Upon commencement
Task confirmation	The Customer shall provide prompt confirmation in writing of the Task details submitted by BAE Systems.	As required
End user interaction	The Customer shall be responsible for all contact with its end-user community regarding any security incidents. BAE Systems shall not be obliged to have any direct contact with end users.	Throughout

7 CANCELLATION

- 7.1 The Customer may cancel a Task at any time upon immediate written instruction to BAE Systems, provided that:
- (a) all Services performed up to and including the time of such cancellation (and any travel time to return from Customer site) will be chargeable; and
 - (b) the Customer shall pay any expenses or material costs incurred or committed in respect of the cancelled Tasks which, in BAE Systems' reasonable opinion, cannot be defrayed elsewhere.

8 ADDITIONAL TERMS

- 8.1 The Customer may use the Services for Tasks with Customer Affiliates provided that all Tasks are managed through, and all Deliverables are delivered to, the same Customer point of contact. If any Affiliates request a direct engagement with BAE Systems this would require a separate Order.
- 8.2 BAE Systems' provision of the Services is subject to the Customer passing a credit reference check. In the event that the Customer does not pass the credit reference check, or in the event of a material degradation (in BAE Systems' reasonable opinion) of the Customer's financial position, the Customer shall pay BAE Systems in advance and BAE Systems may suspend provision of the Services until payment is received in advance in full for the estimated Charges.
- 8.3 As a result of providing the Services, BAE Systems may derive information, data and know-how relating to threat actor identities and methodologies, samples of malware, indicators of compromise (including suspect domains, IP addresses, URL patterns seen in an attack, compromised websites and email addresses used by threat actors, malware hashes, file paths, and registry keys) and other intelligence

regarding cyber security threats. Such threat intelligence information, data and know-how does not constitute Customer Data. BAE Systems may use this threat intelligence in providing cyber security services to other customers and in sharing anonymised threat intelligence with government agencies and industry bodies. In turn, BAE Systems may use the threat intelligence it has gained from its other customers and government and industry partnerships in providing the Services to the Customer. Where BAE Systems shares details of any threat intelligence it has received from third parties with the Customer, BAE Systems will do so in good faith and make reasonable attempts to verify accuracy however BAE Systems provides no warranty with regards to the accuracy or completeness of such threat intelligence and Customer's reliance on it is at its own risk, to the fullest extent permitted by applicable law.

- 8.4 In response to a security incident, BAE Systems may recommend that the Customer authorises BAE Systems to notify a relevant government agency or industry body with detailed information relating to the incident that may identify the Customer. BAE Systems will only recommend sharing such information where strictly necessary and where in doing so BAE Systems believes it will enable BAE Systems to provide the Services to the Customer more effectively. BAE Systems will only share such detailed information that identifies the Customer with the Customer's prior written consent (email communication is acceptable), unless otherwise required by law.

DATA PROCESSING SCHEDULE

1 SUBJECT MATTER AND DURATION OF PROCESSING

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Order.

2 NATURE AND PURPOSE OF PROCESSING

The nature and purpose of the Processing of the Customer Personal Data are set out in the Order.

3 CATEGORIES OF DATA SUBJECT

The Customer Personal Data may include Personal Data relating to Customer's current, former, and prospective staff, applicants, shareholders, officers and directors and contacts at current, former, and prospective suppliers and customers of Customer, and their respective next of kin and dependents.

4 TYPES OF CUSTOMER PERSONAL DATA TO BE PROCESSED

The types of Customer Personal Data to be processed may include:

- name, address, title, preferred salutation, telephone number, email address, social media username or alias and other contact information;
- occupation, employer, employment status, job titles, employee number and other occupation related data;
- [for Orders involving 'open source intelligence' – delete if not applicable] date of birth, place of birth, gender, marital status, financial dependants, languages spoken, lifestyle, hobbies and interests, and other background data and relationship management information;
- instant message or live chat logs;
- meeting, telephone or attendance notes, emails, letters or other data relating to communications, calls and meetings;
- on-going monitoring data in connection with compliance, fraud prevention and security, including CCTV footage, system and building login and access records, keystroke, download and print records, voice recordings (including of telephone calls), and data caught by IT security programmes and filters;
- network username, IP address, browser generated information, device information, geo-location markers and other digital identifiers used for authentication, tracking, profiling or location purposes; and
- other metadata relating to the use of BAE Systems products and services.

The Parties do not anticipate that the Processing will include any Special Categories of Personal Data but the Processing may include the Processing of certain Special Categories of Personal Data where necessary and in accordance with applicable data protection laws.

5 OBLIGATIONS AND RIGHTS OF CUSTOMER:

The obligations and rights of Customer in respect of the Processing of the Customer Personal Data are set out in the Order.

6 TECHNICAL AND ORGANISATIONAL MEASURES

[As set out in the Agreement] / [As described in BAE Systems Security Policy, as may be updated from time to time without materially decreasing the security of the Services] / [Insert details of any agreed customer-specific security policies]