

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, 170 Priestley Road, Surrey Research Park, Guildford, Surrey, GU2 7RQ ("**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 **[Delete as applicable]:** 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, and licenced business area, and licenced business purpose in its customer listings and promotional material].**

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.

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 the Customer's current, former, and prospective staff, applicants, shareholders, officers and directors and contacts at current, former, and prospective suppliers and customers of the 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 **Delete as applicable**:

- name, address, title, preferred salutation, telephone number, email address, social media username or alias and other contact information;
- date of birth, place of birth, gender, citizenship, country of residence, occupation, employer, employment status, income, social security or national insurance number, photographs, copies of passports or other national or government identity documents, bills or correspondence showing address, identity risk assessment score and feedback, and other identity, occupation or income related data;
- marital status, financial dependants, languages spoken, lifestyle, hobbies and interests, and other background data and relationship management information;
- bank account and account transaction details;
- employee numbers or other internal identifiers and names, job titles and email addresses;
- instant message or live chat logs;
- meeting, telephone or attendance notes, emails, letters or other data relating to communications, calls and meetings;
- data relating to regulatory checks and disclosures, and to any status, flag and other result of such checks and disclosures;
- 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;
- information relating to claims, complaints and disclosures, including termination or settlement arrangements and payments, subject matter of litigation and complaints, details of involvement in incident reporting and disclosures;
- 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]

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.

**TEMPLATE ORDER FOR PROFESSIONAL SERVICES (FIXED
PRICE)**

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, 170 Priestley Road, Surrey Research Park, Guildford, Surrey, GU2 7RQ
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 (and in the event of any inconsistency between any of the provisions of the Annexes, the following order of precedence will apply): • Professional Services Annex • [Data Processing Annex – attach if any personal data will be processed] • Others as required...	
Agreed for and on behalf of the Customer:	Agreed for and on behalf of BAE Systems:
Name:	Name:
Title:	Title:
Signature:	Signature:

STATEMENT OF WORK

1 DEFINITIONS

1.1 The following definitions apply in this Statement of Work:

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.

2 BACKGROUND

2.1 The Customer ...[insert details of customer's problem]

2.2 As a result the Customer has initiated a programme to [outline overall programme of work being undertaken by the customer]

2.3 In support of this programme, the Customer has engaged BAE Systems to [insert summary description of services], as set out in this Order (the "Project").

2.4 The following are explicitly excluded from the scope of this Order. If the Customer requests that BAE Systems provides these services, this will be the subject of a future agreement(s) to be mutually agreed between the Parties:

(a) [key exclusion];

(b) [key exclusion]; and

(c) [any ongoing warranty, support or maintenance of any of the Deliverables or outputs produced under this Order].

3 SERVICES

3.1 [Requirements analysis].

(a) [BAE Systems will conduct an initial analysis phase with your nominated stakeholders to identify the key system requirements.]

(b) BAE Systems shall provide Deliverable D1 as the output of this Service.

3.2 [Service title]

(a) [Insert brief service description]

(b) BAE Systems shall provide Deliverable D2 as the output of this Service.

3.3 [Service title]

(a) [Insert brief service description]

(b) BAE Systems shall provide Deliverable D3 as the output of this Service.

4 DELIVERABLES

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

Ref	Deliverable	Description	Format
[D1]	[Title]	[Description]	[Format]

--	--	--	--

- 4.2 The forecast delivery dates for these Deliverables are given in the Project Plan section below.

5 PROJECT PLAN

- 5.1 The Services will commence on the date mutually agreed between the Parties' respective Project Managers (the "**Services Start Date**") following execution of this Order. The Customer acknowledges that BAE Systems typically requires [2 weeks' following execution of the Order] to enable BAE Systems sufficient time to mobilise resources.

- 5.2 The Term of this Order will end upon acceptance of each and all of the Deliverables in accordance with the 'Acceptance' section below.

- 5.3 The expected timescales for the Services are shown in the project schedule shown below (the "**Project Schedule**").

[insert gantt chart / table]

- 5.4 Within the Project Schedule, the forecast delivery and acceptance dates for each of the Deliverables are as follows:

Ref	Deliverable	Forecast Delivery Date	Forecast Acceptance Date
[D1]	[Title]	[Description]	[Format]

6 DEPENDENCIES

- 6.1 The Customer shall provide BAE Systems with such cooperation, access and materials as it may reasonably require for the proper performance of the Services and within sufficient time to enable BAE Systems to perform the Services, including those dependencies set out below:

Ref	Dependency	Due Date
DEP01	The Customer shall provide access to relevant existing documentation, including, but not limited to: [Key document] [Key document]	Prior to the Services Start Date
DEP02	The Customer shall provide access to relevant key stakeholders and ensure their attendance at workshops and meetings upon reasonable notice by BAE Systems, including: [Stakeholder name] [Stakeholder name]	From Services Start Date and throughout
DEP03	The Customer shall, for each Deliverable and/or Service nominate and ensure the availability of a business representative empowered to provide direction and make decisions regarding the Service and accept the Deliverable on behalf of the Customer in accordance with the acceptance procedure set out in the 'Acceptance' section below (the " Business Owner ")	Within 5 Working Days of the Services Start Date
DEP04	The Customer shall nominate the reviewers for each Deliverable (up to a maximum of 3 reviewers per Deliverable unless otherwise agreed).	Within 5 Working Days of the

Ref	Dependency	Due Date
		Services Start Date
DEP05	The Customer shall provide access to and facilities within the Customer offices including: • Access cards to enter sites as visitors/contractors • Desk space with power for each of BAE Systems' resources • Meeting room space of sufficient size to run workshops • Internet access via Wi-Fi or cabled networks • Access to an on-site printer	From Services Start Date and throughout
DEP06	[etc]	
DEP07		

7 ACCEPTANCE

7.1 The process for acceptance of the Deliverables shall be as follows:

- The Customer Project Manager shall identify in advance the nominated reviewers for the Deliverables and the Business Owner in accordance with the dependencies set out above.
- The Business Owner shall coordinate the input of the nominated reviewers and, within 3 Working Days of issue of the Deliverable by BAE Systems, either confirm acceptance of the Deliverable or provide consolidated written feedback to the BAE Systems Project Manager.
- The BAE Systems Project Manager shall respond with an updated Deliverable addressing any reasonable comments a reasonable period, and resubmit to the Business Owner for acceptance in accordance with this section.

7.2 In the event that the Customer does not provide written feedback or confirmation of acceptance in accordance with the timescales and process as set out above, the BAE Systems Project Manager shall escalate to the Customer Project Manager for resolution (email communication is acceptable). Provided BAE Systems has so escalated to the Customer Project Manager the Deliverable will be deemed accepted where no reasonable comments have been provided by the Customer within 3 Working Days following escalation.

8 WORKING LOCATION

8.1 BAE Systems will deliver the Project from [insert locations] and during [UK] Working Hours.

9 PROJECT GOVERNANCE

9.1 Each Party shall nominate a project manager ("**Project Manager**") who shall be responsible for day to day management of the Project and communication between the Parties. Each Party shall ensure that the Project Manager which it assigns is suitably qualified and experienced and shall use reasonable endeavours to maintain continuity of the Project Manager for the duration of the Project.

9.2 The BAE Systems Project Manager shall submit a progress report ("**Project Report**") to the Customer Project Manager on a weekly basis (or such frequency as may be agreed between the Project Managers).

9.3 The Parties' Project Managers shall hold weekly review meetings ("**Project Review Meetings**") to discuss the contents of the Project Report, review progress and agree any decisions regarding the day-to-day performance of the Services.

- 9.4 In the event that any day-to-day disputes regarding the Services, either Party may escalate to the first escalation level shown below. If the first escalation level is unable to agree on a suitable resolution within 5 Working Days either Party may escalate to the second escalation level for resolution within a further 10 Working Days.

Level	For BAE Systems	For the Customer
First level	[Role]	[Role]
Second level	[Role]	[Role]

- 9.5 Each Party agrees that it will not take any action or commence any proceedings against the other without first escalating through the process above. Notwithstanding the foregoing, nothing shall preclude either Party from applying to any court of competent jurisdiction for urgent conservatory, provisional or similar interlocutory relief that may be necessary to protect that Party's proprietary rights.

10 CHARGES AND PAYMENT PLAN

- 10.1 In consideration for providing the Services, the Customer shall pay BAE Systems the fixed price of [£xxx] plus any chargeable expenses as set out below.
- 10.2 The Charges shall be invoiced according to the following payment profile:

Milestone name	Deliverables / Criteria	Date	Amount
[Name]	[Deliverable]	[Date]	[£xxx]
[Name]	[Deliverable]	[Date]	[£xxx]
[Name]	[Deliverable]	[Date]	[£xxx]
		TOTAL	[£xxx]

11 SPECIAL TERMS

[Insert special terms]

TEMPLATE ORDER FOR PROFESSIONAL SERVICES (TIME & MATERIALS)

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, 170 Priestley Road, Surrey Research Park, Guildford, Surrey, GU2 7RQ
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 (and in the event of any inconsistency between any of the provisions of the Annexes, the following order of precedence will apply): - Professional Services Annex [Data Processing Annex – attach if any personal data will be processed] - Others as required...	
Agreed for and on behalf of the Customer:	Agreed for and on behalf of BAE Systems:
Name:	Name:
Title:	Title:
Signature:	Signature:

STATEMENT OF WORK

1 DEFINITIONS

1.1 The following definitions apply in this Statement of Work:

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.

2 BACKGROUND

2.1 The Customer ...[insert details of customer's problem]

2.2 As a result the Customer has initiated a programme to [outline overall programme of work being undertaken by the customer]

2.3 In support of this programme, the Customer has engaged BAE Systems to [insert summary description of services], as set out in this Order (the "Project").

2.4 The following are explicitly excluded from the scope of this Order. If the Customer requests that BAE Systems provides these services, this will be the subject of a future agreement(s) to be mutually agreed between the Parties:

(a) [key exclusion];

(b) [key exclusion]; and

(c) [any ongoing warranty, support or maintenance of any of the Deliverables or outputs produced under this Order].

3 SERVICES

3.1 BAE Systems shall provide the resources set out in the 'Resources' section below to work under the direction of the Customer's Project Manager.

3.2 The day-to-day activities of these resources are subject to agreement between the Parties' respective Project Managers through the Project Review Meetings. However, the Parties anticipate that the indicative activities of these resources may include:

(a) [insert indicative activity]

(b) [insert indicative activity]; and

(c) [insert indicative activity]

4 DELIVERABLES

4.1 There are no formal Deliverables under this Order. The only deliverables shall be timesheets confirming the time spent by the BAE Systems resources in providing the Services.

5 RESOURCES

5.1 BAE Systems proposes to perform the Services using the following resources (the "Resource Profile"):

Role	Start date	End date	Full time (FT) or part time (PT)?
------	------------	----------	-----------------------------------

[Insert role]	[Date]	[Date]	[FT / PT]
---------------	--------	--------	-----------

- 5.2 Any changes to the Resource Profile are subject to mutual agreement between Parties' respective Project Managers (email communication is acceptable), who shall review the Resource Profile as part of the Project Review Meetings subject to the following:
- (a) the Customer shall endeavour to provide BAE Systems with a minimum of two weeks' notice of request for new resources and/or increased loading;
 - (b) the Customer shall provide BAE Systems with a minimum of two weeks' notice for reductions in the number of resources and/or reduced loading; and
 - (c) BAE Systems shall endeavour to provide the Customer with a minimum of two weeks' notice for planned absences (for example due to annual leave).
- 5.3 BAE Systems shall use reasonable endeavours to provide an alternative resource as a result of any unplanned absences lasting longer than 5 Working Days (for example due to sickness or compassionate leave).
- 5.4 BAE Systems shall use reasonable endeavours to maintain continuity of resources but reserves the right to rotate resources in its discretion provided that:
- (a) it has given the Customer two weeks' notice of such rotations;
 - (b) the incoming resource has suitable skills and experience; and
 - (c) it provides, at its own cost, appropriate training and knowledge transfer for the incoming resource.
- 5.5 The Services are provided during Working Hours only, for a standard 8 hour working day with an hour break for lunch. Any requests for overtime or weekend working are subject to agreement by the BAE Systems Project Manager and shall be subject to additional charge as set out the 'Charges and Payment Plan' section below.

6 PROJECT PLAN

- 6.1 The Services will commence on the date mutually agreed between the Parties' respective Project Managers (the "**Services Start Date**") following execution of this Order. The Customer acknowledges that BAE Systems typically requires [2 weeks' following execution of the Order] to enable BAE Systems sufficient time to mobilise resources.
- 6.2 The Term of this Order will end on the last end date of the resources in the Resource Profile, as agreed in accordance with the 'Resources' section above.

7 DEPENDENCIES

- 7.1 The Customer shall provide BAE Systems with such cooperation, access and materials as it may reasonably require for the proper performance of the Services and within sufficient time to enable BAE Systems to perform the Services, including those dependencies set out below:

Ref	Dependency	Due Date
DEP01	The Customer shall provide access to relevant existing documentation, including, but not limited to: [Key document] [Key document]	Prior to the Services Start Date

Ref	Dependency	Due Date
DEP02	The Customer shall provide access to relevant key stakeholders and ensure their attendance at workshops and meetings upon reasonable notice by BAE Systems, including: [Stakeholder name] [Stakeholder name]	From Services Start Date and throughout
DEP03	The Customer shall provide access to and facilities within the Customer offices including: - Access cards to enter sites as visitors/contractors - Desk space with power for each of BAE Systems' resources - Meeting room space of sufficient size to run workshops - Internet access via Wi-Fi or cabled networks - Access to an on-site printer	From Services Start Date and throughout
DEP04	[etc]	
DEP05		

8 WORKING LOCATION

- 8.1 BAE Systems will deliver the Project from [insert locations] and during [UK] Working Hours

9 PROJECT GOVERNANCE

- 9.1 Each Party shall nominate a project manager ("**Project Manager**") who shall be responsible for day to day management of the Project and communication between the Parties. Each Party shall ensure that the Project Manager which it assigns is suitably qualified and experienced and shall use reasonable endeavours to maintain continuity of the Project Manager for the duration of the Project.
- 9.2 The BAE Systems Project Manager shall submit a progress report ("**Project Report**") to the Customer Project Manager on a weekly basis (or such frequency as may be agreed between the Project Managers).
- 9.3 The Parties' Project Managers shall hold weekly review meetings ("**Project Review Meetings**") to discuss the contents of the Project Report, review progress and agree any decisions regarding the day-to-day performance of the Services.
- 9.4 In the event that any day-to-day disputes regarding the Services, either Party may escalate to the first escalation level shown below. If the first escalation level is unable to agree on a suitable resolution within 5 Working Days either Party may escalate to the second escalation level for resolution within a further 10 Working Days.

Level	For BAE Systems	For the Customer
First level	[Role]	[Role]
Second level	[Role]	[Role]

- 9.5 Each Party agrees that it will not take any action or commence any proceedings against the other without first escalating through the process above. Notwithstanding the foregoing, nothing shall preclude either

Party from applying to any court of competent jurisdiction for urgent conservatory, provisional or similar interlocutory relief that may be necessary to protect that Party's proprietary rights.

10 CHARGES AND PAYMENT PLAN

- 10.1 In consideration for providing the Services, the Customer shall pay BAE Systems on a time and materials basis using the daily rates shown below (rates shown exclude expenses):

Role	Estimated Days	Daily rate	Estimated Charges (excluding chargeable expenses)
[Insert role]	[Insert days]	[£xxx]	[£xxx]
[Insert role]	[Insert days]	[£xxx]	[£xxx]
Total estimated Charges (excluding chargeable expenses)			[£xxx]

- 10.2 In the event that BAE Systems' forecasts that the fees will exceed the estimate shown above the BAE Systems Project Manager shall inform the Customer Project Manager as soon as is reasonably practicable (email communication is acceptable). Provided BAE Systems has so notified the Customer, any additional effort shall continue to be charged at the applicable daily rate.
- 10.3 Any agreed overtime and/or weekend working shall be charged in hourly units (for full or part hours worked) as the pro-rated portion of the daily rates shown above subject to the following multipliers:

Overtime (on Working Days)	[150%]
Weekend (non-Working Days)	[200%]

- 10.4 The daily rates shall be subject to annual indexation on 1st January each year by the average of the **UK Retail Prices Index (RPI) (the "Index")**, or nearest equivalent index if the Index is no longer available, over the most recent preceding 3 months for which data is available (provided that the rates will not be reduced if the average of the Index is negative).
- 10.5 Travel to and subsistence of BAE Systems personnel to Customer locations shall be charged in addition in accordance with the Agreement, up to an initial budget limit of **£10,000**.
- 10.6 Any travel and subsistence expenses above this limit, or any other reasonable expenses, will also be charged at cost subject to prior approval by the Customer's Project Manager.
- 10.7 The Charges and expenses shall be invoiced monthly in arrears, or upon completion of the Services, whichever is the sooner.

11 SPECIAL TERMS

[Insert special terms]

SOFTWARE PRODUCT LICENSING ANNEX

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

1 DEFINITIONS

1.1 In this Annex the definitions of the following terms shall be varied such that:

Software Product: the Base Software Product and any and all customisations, configurations or other modifications (including any fixes or new releases) made available by BAE Systems (whether under an Order for professional services, under the Technical Support and Maintenance Services, or otherwise) or expressly authorised by BAE Systems in writing, together with any associated Documentation.

1.2 The following additional definitions apply in this Annex:

Base Software Product: any and all 'out-of-the-box' software products and standard applications (prior to any customer-specific customisation, configuration or other modification) each as specified in, and licensed to the Customer pursuant to, an Order, together with any fixes or new releases of the same made available to the Customer by BAE Systems (through the Technical Support and Maintenance Services or otherwise), and any associated Documentation.

Documentation: BAE Systems' technical and/or functional specifications, user guides, installation guides, manuals, 'readme' files and release notes delivered or made available to the Customer for use with the Software Product.

Licence: the limited grant of rights under an Order to Use the Software Product subject to the terms and conditions of this Agreement and the Order, as more particularly described in paragraph 2 (Licence) below.

Licence Restrictions: collectively, the conditions set out in paragraphs 2.2 to 2.4 inclusive below and any restrictions on use of the Software Product as set out in the Order.

Licence Term: the period commencing on the Effective Date and continuing for the term specified in the Order, which if not stated will be 12 months, plus any renewal or extension of such term as agreed in accordance with the renewal or extension terms set out in the Order or the variation terms of this Agreement.

Major Corporate Event: a re-organisation, merger, acquisition or divestiture affecting the Customer.

Permitted Purpose: the permitted purpose specified in the Order for the Customer's Use of the Software Product, which if not stated shall be for the Customer's internal Use only.

Technical Support and Maintenance Commencement Date: the Effective Date, or such other date identified in the Order as the date on which the Technical Support and Maintenance Services are to commence.

Technical Support and Maintenance Services: the technical support and maintenance Services (if any) to be provided by BAE Systems in respect of the Software Product, as specified in the Order.

Technical Support and Maintenance Term: the period commencing on the Technical Support and Maintenance Commencement Date during which BAE Systems shall provide the Technical Support and Maintenance Services. In the absence of any period being specified as such in the Order, the Technical Support and Maintenance Term shall be 12 months, plus any renewal or extension as agreed in accordance with the renewal or extension terms set out in the Order, or the variation terms of this Agreement, subject to any earlier termination in accordance with this Agreement, and provided always that the Technical Support and Maintenance Term shall be no longer than the Licence Term.

Territory: the territory or territories specified in the Order where the Customer is authorised to Use the Software Product in accordance with and subject to the Licence.

Use: means to load, execute, or operate the Software Product, or display information resulting from such use (and “Using” and “Used” shall be construed accordingly).

Warranty Period: unless otherwise specified in the Order, the period of 90 days from first delivery of the Software Product by BAE Systems.

2 LICENCE

2.1 Subject to the terms of this Agreement and the relevant Orders, each Order for Software Products shall grant to the Customer a non-exclusive, non-transferable, non-assignable, non-sub-licensable licence to Use the Software Product in the Territory for the Permitted Purpose during the Licence Term (unless earlier terminated in accordance with the terms of this Agreement) in accordance with and subject to the Licence Restrictions.

2.2 The Customer may:

- (a) make a single copy of the Software Product (excluding the Documentation) solely for back-up, archival or disaster recovery purposes; and
- (b) copy the Documentation solely to facilitate Use of the Software Product in accordance with, and subject to, the terms and conditions of this Agreement and the Order;

in each case subject to any such copies bearing all such trademarks, copyright or other proprietary notices as are affixed to or contained within the original.

2.3 The Customer shall not:

- (a) use the Software Product other than in accordance with BAE Systems’ installation and usage instructions set out in the Documentation and in any training provided by BAE Systems;
- (b) develop, or attempt to develop, any configuration (other than configuration changes made through the proper use of any functionality of the Base Software Product described in the Documentation as intended for such use by the Customer), customisation or other modification or extension of the Software Product, other than with BAE Systems’ express prior written consent;
- (c) use the Software Product to provide time sharing services, operate a services bureau for third parties, or for other commercial gain, except as expressly permitted by the Permitted Purpose;
- (d) lease, loan, resell, sublicense, transfer or otherwise distribute the Software Product;
- (e) make any use of or perform any acts with respect to the Software Product other than as expressly permitted in accordance with the terms of this Agreement and the Order;
- (f) reverse engineer, disassemble, decrypt, extract, decompile or in any other manner decode the Software Product, unless (and then only to the extent) permitted by law;
- (g) copy the Software Product, other than as permitted by paragraph 2.2 above;
- (h) remove, obscure, modify or alter in any way any such trademarks, copyright or other proprietary notices as are affixed to or contained within the Software Product; or
- (i) publish any portion of the Software Product onto any public software code sharing web sites or similar.

2.4 The Customer shall ensure that it can lawfully purchase and possess the Software Product in the Territory(ies). The Customer shall use the Software Product only in compliance with applicable laws and regulations in the Territory(ies). The Customer warrants and undertakes that it shall not use the Software Product for any improper or illegal means or in contravention of the UN Universal Declaration of Human Rights.

2.5 Any fixes, new releases, configurations, customisations or any other developments, modifications or extensions or enhancements of the Software Product, whether or not carried out by or on behalf of the

Customer and whether or not influenced or suggested by Customer feedback, shall be the sole property of and vest solely in BAE Systems. The Customer hereby assigns to BAE Systems any interest it has or may acquire in any of the foregoing, as well as all related intellectual property rights, and will cooperate to perfect or further evidence such assignments.

- 2.6 The Customer shall not conduct any benchmarking or comparative study involving the Software Product (except to the limited extent necessary to determine the suitability of the Software Product to interoperate with the Customer's internal computer systems) without BAE Systems' prior written consent. The Customer shall treat the results of any such benchmarking or comparative study as BAE Systems' Confidential Information.

3 DELIVERY, SECURITY AND RETURN OF SOFTWARE

- 3.1 Unless otherwise specified in the Order, BAE Systems shall deliver the Software Product by making it available for electronic download. BAE Systems shall use reasonable endeavours to meet any delivery date set out in the Order or otherwise agreed with the Customer in writing. The Customer agrees and understands that the calculation of Transaction Taxes and Withholding Taxes may be affected by the delivery method and download or delivery location of the Software Product and corresponding Technical Support and Maintenance Services.
- 3.2 After delivery of the Software Product, the Customer shall be solely responsible and bear all risk of loss or theft of, or damage to, the Software Product, except as occasioned by BAE Systems.
- 3.3 The Customer shall implement and maintain adequate security measures to safeguard the Software Product from unauthorised access, use or copying. The Customer shall promptly notify BAE Systems upon becoming aware of any unauthorised use of the Software Product.
- 3.4 Upon expiry of the Licence Term (or upon any earlier termination of the Order), the Customer shall immediately cease use of and uninstall the Software Product and irretrievably destroy, or upon BAE Systems' request deliver to BAE Systems, all copies of the Software Product and Documentation . Upon request, the Customer must certify to BAE Systems in writing that it has satisfied its obligations under this paragraph.

4 EXPORTATION AND IMPORTATION OF THE SOFTWARE PRODUCT

- 4.1 The Customer acknowledges that the Software Product may be subject to various export control regulations, including in the United Kingdom, European Union and the United States of America, which may be applicable to any initial export and any re-export (including with the Customer's Affiliates). Both physical shipping and electronic transfer can constitute an export. Each Party shall at all times comply with all applicable export and import control regulations.
- 4.2 The Customer shall, on request, provide an end user undertaking or such other documentation as BAE Systems may reasonably require to enable BAE Systems to submit an export licence application or such other documentation as is necessary to perform its obligations pursuant to the Order.
- 4.3 The Customer shall, at its own expense, obtain any licences, permits, approvals, permissions and consents (including from all local, state or national government authorities, public service undertakings or other relevant third parties) required for the importation of the Software Product in the Territory (and the importation and/or use of any communication facilities, data feeds, content, services and distribution systems and information that the Customer may require to be used or interface with the Software Product).
- 4.4 The Customer shall use the Software Product only in compliance with applicable laws and regulations in the Territory. The Customer warrants and undertakes that it shall not use the Software Product for any improper or illegal means or in contravention of the UN Universal Declaration of Human Rights.

- 4.5 Any delay, refusal or revocation of any relevant licence, permit, approval, permission or consent by the appropriate government or regulatory authority with respect to the export, import or use of the Software Product shall be treated as a Force Majeure Event.

5 DEFECTS WARRANTY

- 5.1 Subject to the provisions of this paragraph 5 (Defects Warranty), BAE Systems warrants that during the Warranty Period the Base Software Product will substantially conform to and operate according to BAE Systems' then current Documentation under normal Use in accordance with the Licence. BAE Systems does not warrant that the functions contained in the Software Product will meet the Customer's requirements, or that the Customer's use of the Software Product will ensure that the Customer meets any legal or regulatory requirements that may apply to the Customer, or that the Software Product will operate uninterrupted or error-free.
- 5.2 Subject to the Customer notifying BAE Systems in writing with a specific description of the alleged breach of the foregoing warranty within the Warranty Period, BAE Systems shall use its commercially reasonable efforts to provide modifications or fixes with respect to the Base Software Product so that the Base Software Product can be used substantially in accordance with the specifications set forth in the Documentation.
- 5.3 The warranty under paragraph 5.1 shall not apply to the extent that the alleged warranty breach results from:
- (a) installation and use of the Software Product other than by appropriately skilled and trained personnel, in accordance with the Documentation and instructions of BAE Systems and for the purposes for which it was designed;
 - (b) any customisation, configuration or other modification by the Customer, or any third party, other than with BAE Systems' express prior written consent;
 - (c) use on or in combination with any equipment, operating systems, hardware or software not supplied by, or approved in writing by, BAE Systems;
 - (d) any fault in any third party hardware, software or systems, or interface, message format or other means by which users or third party hardware, software or systems connect to the Software Product;
 - (e) any failure by the Customer to implement recommendations in respect of, or solutions to, defects previously advised by BAE Systems;
 - (f) a known issue discovered during installation which was accepted by the Customer in writing;
 - (g) an issue which would have been discovered during installation had acceptance testing been conducted in accordance with any mutually agreed test plan, but where the Customer elected to use the Software Product without having properly completed such acceptance testing; or
 - (h) performance issues relating to the Software Product which are deemed to be a result of insufficient environment capacity, unless:
 - (i) BAE Systems had provided the Customer with express written recommendations on the required environment capacity following representative benchmark testing (if deemed necessary by BAE Systems) as part of the installation;
 - (ii) the Customer had implemented the Software Product in an environment with a capacity greater than or equal to that recommended by BAE Systems; and
 - (iii) the usage load and data volumes have remained within the limits upon which BAE Systems' recommendations were based.
- 5.4 This paragraph 5 (Defects Warranty) states the entire liability and obligation of BAE Systems and exclusive remedy of the Customer in respect of any breach of the warranty set out in paragraph 5.1.

- 5.5 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, THE SOFTWARE PRODUCT IS PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, BAE SYSTEMS AND ITS LICENSORS EXCLUDE ALL OTHER EXPRESS OR IMPLIED TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE PRODUCT AND WHETHER ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED TERMS OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

6 TECHNICAL SUPPORT AND MAINTENANCE AND OTHER SERVICES

- 6.1 For the duration of the Technical Support and Maintenance Term, BAE Systems shall provide the Customer with the Technical Support and Maintenance Services (if any) set out in the applicable Order, subject to the Customer's payment of the applicable Charges for such Services and the Customer's continued compliance with the Licence.
- 6.2 The Customer shall ensure that any information (including, without limitation, any log files or screen shots) it makes available to BAE Systems does not contain any personal data.
- 6.3 The Licence does not entitle the Customer to other services such as installation, implementation, training or education services regarding the Software Product.
- 6.4 In the event that the Customer elects not to renew or extend the Technical Support and Maintenance Services (in accordance with the any renewal or extension terms as set out in the applicable Order), and the Customer subsequently seeks reinstatement of such services, any reinstatement agreed by BAE Systems will be subject to Customer paying (i) the accrued Charges for Technical Support and Maintenance Services associated with the intervening time period for which reinstatement is sought; (ii) a reinstatement fee; and (iii) the Charges for the revised Technical Support and Maintenance Term.

7 CUSTOMER INDEMNITY

- 7.1 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:
- (a) any third party claims resulting from use of the Software Product other than in accordance with the Licence; or
 - (b) any claim by a third party for defamation or invasion of privacy as a result of Customer's use of the Software Product; or
 - (c) any third party claims resulting from non-compliance by the Customer with its obligations under paragraph 4 (Exportation and Importation of the Software Product).

8 AUDIT

- 8.1 Once every 12 months, and additionally following a Major Corporate Event or where BAE Systems has reason to believe Customer is using the Software Product other than in accordance with the Licence:
- (a) the Customer shall, upon request by BAE Systems, provide a written certification signed by an appropriate senior representative confirming its compliance with the Licence and providing details of its usage against any metrics specified in the Licence Restrictions; and
 - (b) BAE Systems shall, subject to the other provisions of this paragraph 8, be permitted to audit the Customer to verify its compliance with the terms of the Licence.
- 8.2 Each such audit will be performed during the Customer's normal business hours upon reasonable prior written notice and subject to BAE Systems' compliance with the Customer's then-current procedures regarding access and security. The Customer shall cooperate reasonably in the conduct of such audits.
- 8.3 In the event an audit reveals that the Customer has underpaid any Charges and/or that the Customer's use of the Software Product is otherwise than in accordance with the Licence, the Customer shall be liable

for and pay such underpaid Charges and/or for such excess usage calculated in accordance with BAE Systems' then-current price list applicable to such usage from the date such usage commenced, and shall execute a Change Request to effect the required licensing.

- 8.4 BAE Systems reserves the right, in all cases, to suspend or terminate the Licence and/or Technical Support and Maintenance Services where the audit reveals any material unauthorised use of the Software Product.
- 8.5 Any such audit shall be at BAE Systems' expense, but if such audit discloses an underpayment by the Customer of the Charges of more than 10% for any 12-month period the Customer shall reimburse BAE Systems for the reasonable cost of the audit.

9 EVALUATION USAGE

- 9.1 Notwithstanding anything else in this Agreement, in the event that an Order includes a trial, demonstration, evaluation or 'proof of concept' period in respect of the Software Product, during such period the Software Product is provided on an "as-is" basis and, to the fullest extent permitted by law:
- (a) BAE Systems provides no warranties, undertakings or indemnities in respect of the Software Product;
 - (b) BAE Systems obligations under paragraph 5 (Defects Warranty) shall not apply; and
 - (c) the Customer is not entitled to any Technical Support and Maintenance Services.

TEMPLATE ORDER FOR SOFTWARE PRODUCTS

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 under number 1337451, whose registered office is at Surrey Research Park, Guildford, Surrey GU2 7YP ("BAE Systems")
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: • Software Product Licencing Annex • E.g ILAS Software Product Support & Maintenance Annex • E.g ILAS ASSUMPTIONS & DEPENDENCIES ANNEX • E.g ILAS ICT REQUIREMENTS ANNEX • Professional Services Annex • Others as required...	
Agreed for and on behalf of the Customer:	Agreed for and on behalf of BAE Systems:
Name:	Name:
Title:	Title:
Signature:	Signature:

ORDER FORM

Software Product	
Software Product(s):	ILAS: Intelligent Lead Assessment Service
Effective Date:	[Date of the Order as given on coversheet / specify date]
Licence Term:	[x month(s) / year(s)] from Effective Date, or Effective Date until xx/xx/xxxx
Licence Type	One of: • ILAS in Local Organisations ○ Category [A, B, C, D, E, F] • ILAS in National Organisations (or Groups of Organisations) ○ Module(s) Licenced: ▪ [ATD] ▪ [IG] ▪ [ER] ○ Business Area Scale: [L1, L2, L3, L4, L5] ○ Tier: [1, 2, 3, 4] • ILAS Trial • ILAS Pilot
Authorised Users:	Specify user community, location and numbers
Permitted Business Purpose:	E.g. Identification, evaluation, management and monitoring of risk in the specified business areas listed below as part of police intelligence including supporting tasking and intervention decisions.
Permitted Business Area	[enter permitted business area here]
Licence Restrictions:	Examples: [1] Production Environment [1] Staging Environment [1] Test Environment E.g. As described in the attached ILAS ICT Requirements Annex
Territory(ies):	United Kingdom <i>Note: See Special Terms - Export Controls</i>
Delivery of Software Product:	BAE Systems to transfer the Software Product to the Customer for receipt and virus scanning. The Software Product will be deemed to be delivered at this stage. Under separate Professional Services Order BAE Systems to then install (see ICT Dependencies below) the Software Product on the appropriate environments.
Special Terms	
Export Controls	The ILAS Software is UK export controlled as 5D002c1 and requires an export licence if exporting out of the UK.

Product Safety	The ILAS Software is configured to automatically ingest specific data from one of more source systems and apply the organisation's techniques and tradecraft to build and maintain a prioritised set of potential risks. This can assist users in identifying entities or situations that may need focus, whilst also signposting users to the relevant records held on the source system(s) and explaining how the entity or situation has been identified and prioritised as of interest. The ILAS Software does not hold all data that is held on the source system(s), instead it consistently ingests specific data fields that have been configured as relevant to enable the application of the organisation's techniques and tradecraft. The frequency of data refresh depends on the configuration of each implementation. Before taking action following the viewing of entities or situations that have been identified and prioritised as of interest by the ILAS Software, users should corroborate the information with the data held in the source system(s).
Confidential Information	Where the Customer formally notifies BAE Systems that the configuration of the Base Software Product contains Confidential Information related to the Customer's techniques or tradecraft, then the configuration of the Base Software Product shall be treated as Confidential Information under section 14 (CONFIDENTIALITY) of the GENERAL TERMS AND CONDITIONS. In this instance, section 2.5 (LICENCE) of the SOFTWARE PRODUCT LICENSING ANNEX, and section 12.3 (INTELLECTUAL PROPERTY) of the GENERAL TERMS AND CONDITIONS shall not apply to the configuration of the Base Software Product. [In extension to section 14 (CONFIDENTIALITY) of the GENERAL TERMS AND CONDITIONS, the Customer permits the full or partial re-use of the ILAS configuration containing the Customer's Confidential Information (including artifacts which document the ILAS configuration) related to their techniques or tradecraft for the purposes of demonstration(s) and / or the delivery of ILAS to the following organisations: a) UK Government Organisations b) xxxx]
Technical Support and Maintenance Services	
Support Level:	E.g. Standard Business Hours (see attached Software Product Support & Maintenance Annex)
Assumptions and Dependencies:	E.g. As described in the attached ILAS ASSUMPTIONS & DEPENDENCIES ANNEX
ICT Dependencies:	E.g. As described in the attached ILAS ICT REQUIREMENTS ANNEX
Primary Customer Location:	[country name]
Primary Customer Time Zone:	[e.g. UTC/UTC +1 during daylight saving]
Charges	
Charges:	£xxx excluding VAT per year Total Price: £xxx excluding VAT

Invoicing:	Invoiced annually in advance on the Effective Date and on each anniversary thereafter of the Licence Term
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ILAS SOFTWARE PRODUCT SUPPORT & MAINTENANCE ANNEX

1 DEFINITIONS

1.1 The following additional definitions apply in this Schedule:

Authorised Representative: the meaning given in paragraph 11 (Authorised Representatives) below.

Business Days: Monday to Friday excluding 25 December, 1 January and any local public/federal holidays (and, in the case of the USA, the day after Thanksgiving) in the primary customer location specified in the Order (or, if a primary customer location is not specified in the Order, public holidays in England and Wales).

Business Hours: 0900 to 1700 in the primary customer time zone specified in the Order (or, if a primary customer time zone is not specified in the Order, 0900-1700 UTC or UTC+1 during daylight saving) on Business Days.

End of Life and **End of Life Date:** the meanings given in paragraph 10 (End of Life) below.

Extended Technical Support: the meaning given in paragraph 7 (Supported Releases) below.

Fault: any reproducible failure of the Software Product in the Production Environment, when under normal Use in accordance with the Licence, to conform in all material respects to the Documentation.

General Availability Release (or **"GA Release"**): a Release that BAE Systems makes generally commercially available to its eligible customers with an active support and maintenance agreement (and **"Generally Available"** shall be construed accordingly).

Incident: an unplanned interruption to availability or degradation in performance of a business service, application or system of the Customer in a Production Environment that is suspected to have been caused by a Fault.

Maintenance Release: a Release designated by BAE Systems with an increment to a number right of the second decimal point in the version number e.g. 8.1.2 to 8.1.3, which typically incorporates minor bug fixes, updates to improve security or operation or maintain compatibility, and may sometimes include minor enhancements to functionality.

Major Release: a Release designated by BAE Systems with an increment to the number left of the first decimal point in the version number e.g. 7.9.3 to 8.0.0, which typically incorporates major architecture change, major user interface (UI) changes.

Minor Release: a Release designated by BAE Systems with an increment to the number right of the first decimal point in the version number e.g. 8.0.7 to 8.1.0, which typically incorporates multiple or major bug fixes, or minor architectural or compatibility changes.

Operating Conditions: the hardware and operating environment for the Software Product, including without limitation any Third Party Systems, interfaces to Third Party Systems, underlying operating systems, any environment management or monitoring systems, message formats, or any means by which users or Third Party Systems connect to the Software Product.

Primary Environment: the first Production Environment in which the Software Product is installed.

Resolution: the meaning given in paragraph 4 (Incident Response and Resolution) below.

Supported Release: the meaning given in paragraph 7 (Supported Releases) below.

Technical Support and Maintenance: the technical support provided by BAE Systems to correct Faults in the Software Product, as described in paragraphs 2 to 14 of this Schedule and the Order.

Third Party System: any hardware, software or other system of the Customer that has not been provided or licensed by BAE Systems.

Unsupported Release: means a Release other than a Supported Release (and “**Unsupported**” shall be construed accordingly)

Workaround: any method of avoiding or reducing the impact of an Incident that has been caused by a Fault, either by the provision of a temporary Fix to correct the Fault, an alternative business process, or through any other method to restore the affected business service, application or system of the Customer.

2 REPORTING INCIDENTS

2.1 BAE Systems shall maintain a customer portal at the web address as provided by BAE Systems from time to time (“**Customer Support Portal**”) through which the Customer, through its Authorised Representative, may report Incidents.

2.2 Prior to reporting an Incident to BAE Systems the Customer shall:

- (a) satisfy itself that it is able to reproduce the Incident in the Primary Environment, except as provided under paragraph 6 (Supported Environments) below); and
- (b) perform an initial diagnostic and investigation of the Incident to satisfy itself that the Incident has been caused by a Fault.

2.3 The Customer’s Authorised Representative shall report all Incidents by completing an incident report in the Customer Support Portal (each an “**Incident Report**”), attaching details of the Customer’s initial diagnosis and investigation, including screen shots of the relevant log file or error messages as appropriate. The Customer must provide sufficient information in the Incident Report to enable BAE Systems to determine its priority and to diagnose the Incident. In the event that the Customer Support Portal is unavailable for any reason the Customer’s Authorised Representative may raise Incidents directly to the Technical Support Desk (as defined below).

2.4 Where the Customer believes a Priority 1 (as defined below) Incident is taking place, its Authorised Representative shall initially log an Incident Report and immediately thereafter email the BAE Systems Technical Support team at the technical support email address as provided by BAE Systems to the Customer from time to time (the “**Technical Support Desk**”).

2.5 As part of diagnosing and resolving an Incident, BAE Systems may request further information and data and details of the Customer’s current configuration. The Customer’s Authorised Representative shall promptly fulfil all such reasonable requests and cooperate fully with BAE Systems as required in the further diagnosis and resolution of the Incident.

2.6 Unless specifically requested otherwise by BAE Systems, the Customer shall ensure that any information or data (including, without limitation, any log files or screen shots) it sends through to BAE Systems or uploads to the Customer Support Portal does not contain any Personal Data or other live data processed by the Software Product (including, without limitation, data relating to members of the public or Customer employees), or any derivations or extracts thereof. If the Customer fails to do so, without prejudice to its other rights and remedies, BAE Systems reserves the right to charge the Customer for its reasonable costs incurred in expunging such data from its systems.

3 INCIDENT PRIORITISATION

3.1 Upon receipt of a fully completed Incident Report, BAE Systems shall respond to the Authorised Representative (whether by automatic receipt or otherwise) confirming that it has received the Incident Report (“**Response**”). BAE Systems shall then assign a priority level to the Incident according the criteria set out below (“**Priority**”), as may be updated by BAE Systems from time to time. The Priority will be set by BAE Systems using these criteria regardless of whether or not the Customer indicated a Priority level when raising the Incident.

Priority Level	Criteria
Priority 1 (P1)	An Incident where there is a complete or near-complete loss of functionality in the Production Environment, for which no Workaround is yet available, which critically affects a primary business service, major application or mission-critical system of the Customer. Or where the most recent refresh of data is older than 5 business days, if not reported within a day this measure is from the time of reporting.
Priority 2 (P2)	An Incident where there is a partial loss of functionality in the Production Environment, for which no Workaround is yet available, which affects a primary business service, major application or mission-critical system of the Customer. Or where the most recent refresh of data is as old as 5 business days, if not reported within a day this measure is from the time of reporting.
Priority 3 (P3)	Either: - An Incident where there is a loss of non-vital functionality in the Production Environment which prevents the Customer from completing non-vital business; or - A Priority 1 or Priority 2 Incident for which a Workaround is available.
Priority 4 (P4)	Any Incidents in the Production Environment not categorised as Priority 1 to 3. This includes any issues with the Software Product in the Production Environment that are of a cosmetic nature (where there is no loss of functionality but which may affect the user experience) or are perceived by the Customer as a minor annoyance but where functionality is not impaired.

- 3.2 If the Customer's Authorised Representative submits a completed Incident Report and assigns it a Priority level of 1 and does not follow-up with an email to the Technical Support Desk, the Incident will be treated as a Priority 3 Incident until the Authorised Representative emails the Technical Support Desk and Priority 1 status is confirmed.
- 3.3 The Priority level of an Incident will be downgraded by BAE Systems if and when BAE Systems provides a Workaround to the Customer which, if implemented by the Customer, would reduce the loss of functionality and business impact to the criteria of a lower Priority level.

4 INCIDENT RESPONSE AND RESOLUTION

- 4.1 Subject to the other provisions of this Schedule, BAE Systems shall use commercially reasonable efforts to provide a Response and Workaround or Resolution for the Incident in accordance with the target timescales below:

Standard Business Hours Support	Target time to provide a Response	Target time to provide a Workaround or Resolution
Priority 1	4 Business Hours (Remote only)	2.5 Business Days (Remote Only)
Priority 2	8 Business Hours (Remote Only)	4 Business Days (Remote Only)
Priority 3	2 Business Days (Remote Only)	By mutual agreement with the Customer's Authorised Representative to suit the Customer's production update cycles
Priority 4	3 Business Days (Remote Only)	Future GA Release

- 4.2 The timescales will commence upon BAE Systems' receipt of a fully completed Incident Report in the Customer Support Portal and, in the case of Priority 1 Incidents, when the Customer has also emailed the Technical Support Desk, in accordance with paragraph 2 (Reporting Incidents) above. For any timescales measured in Business Hours, where an Incident is raised outside of Business Hours, the timescales will be measured from the start of Business Hours on the next Business Day.
- 4.3 The timescales will be placed on hold by BAE Systems during any time when BAE Systems is waiting on any requests for information or other assistance from the Customer, or waiting on the Customer to provide remote access to the Production Environment, or the Incident is under investigation by a 3rd party and awaiting an update, or waiting on the Customer to test or implement a Workaround, Fix, Release or other instructions provided by BAE Systems.
- 4.4 Where an Incident is changed in Priority by BAE Systems, the timescales will be reset and commence for the new Priority level at the point that the Incident Priority is changed.
- 4.5 In the event that BAE Systems provides a Workaround rather than a permanent Resolution, the target timescales above will cease upon provision of the initial Workaround, however BAE Systems shall continue to use commercially reasonable efforts to provide a permanent Resolution. Such permanent Resolution may be in a future Release.
- 4.6 An Incident is deemed finally resolved (and "**Resolution**" shall be construed accordingly) on the earliest of the following:
 - (a) BAE Systems has made available a Fix, Release, or other permanent method that would restore the affected business service, application or system of the Customer;
 - (b) the Incident has been placed on hold awaiting information, assistance or action from the Customer for more than three Business Days, provided that BAE Systems has requested an update at least three times; or
 - (c) BAE Systems' diagnosis has determined that the Incident was not caused by a Fault or is attributable to any of the circumstances set out in paragraph 8 (Technical Support Exclusions) below.
- 4.7 A replica test environment shall be maintained (within the overall maximum number of environments specified in the Order), with mirror Operating Conditions of the Primary Environment, where Workarounds, Fixes or new Releases provided by BAE Systems, shall be tested prior to deployment of such Fixes to the Production Environment.
- 5 NOT USED
- 6 SUPPORTED ENVIRONMENTS
 - 6.1 Technical Support and Maintenance is limited to the Production Environment only, except that BAE Systems shall correct any material issues with Workarounds or Fixes (provided to address a Fault in the Production Environment) that are identified during installation of those Workarounds or Fixes in a non-Production Environment, provided that the non-Production Environment in which these were identified is a replica test environment with mirror Operating Conditions of the Primary Environment, and the timescales set out in paragraph 4 (Incident Response and Resolution) will not apply.
 - 6.2 The Customer's entitlement to Technical Support and Maintenance is conditional on the Customer only Using the Software Product in the supported Operating Conditions (e.g. operating system, database and browser versions) that are expressly specified in the Documentation for that Release and authorised in advance by BAE Systems in writing in accordance with this paragraph 6 (Supported Environments). The Customer acknowledges that, when deploying a newer Release, the Customer may be required to upgrade to more recent versions of the underlying Operating Conditions in order to maintain compatibility.

- 6.3 The Customer shall not make any changes to the Operating Conditions for the Software Product without BAE Systems' prior written authorisation (not to be unreasonably withheld or delayed) that the proposed changes are not expected to negatively impact the operation of the Software Product. The Customer shall, via its Authorised Representative, raise any such requests for authorisation through the Customer Support Portal and BAE Systems shall endeavour to respond within 3 Business Days. In the event that BAE Systems determines that the impact assessment would require a detailed analysis and/or testing, this will be subject to additional charge via a separate Order for professional services to be mutually agreed.
- 6.4 In the event that the Order explicitly specifies that the Customer may Use the Software Product in more than one Production Environment, then the Technical Support and Maintenance Services shall apply to all such Production Environments in which the Software Product has been installed (subject to the maximum number of Production Environments set out in the Licence Restrictions) provided that:
- (a) each of the Production Environments has the same Software Product installed (with the same Release number) and has mirror Operating Conditions to that of the Primary Environment, except as provided by paragraph 6.5 below; and
 - (b) each Incident is reproducible in the Primary Environment.

7 SUPPORTED RELEASES

- 7.1 Save as provided in paragraph 7.2 but subject always to paragraph 10 (End of Life), Technical Support and Maintenance is limited to following **"Supported Releases"**:
- (a) the latest Generally Available Major Release ("**Release N**") or later Releases (i.e. N.x.x); and
 - (b) the Generally Available Major Release immediately prior to Release N ("**Release N-1**") and later Releases (i.e. N-1.x.x).
- 7.2 In the event that the Customer elects to continue using an Unsupported Release, BAE Systems shall be under no obligation to provide any Technical Support and Maintenance until such time as the Customer has upgraded to a Supported Release. However, subject to paragraph 10 (End of Life) below, BAE Systems may, in its absolute discretion, provide limited Technical Support and Maintenance on an Unsupported Release ("**Extended Technical Support**"). Any such Extended Technical Support is subject to agreement in writing and subject to additional charge and BAE Systems' then-current terms and conditions for Extended Technical Support.

8 TECHNICAL SUPPORT AND MAINTENANCE EXCLUSIONS

- 8.1 Notwithstanding anything else in this Annex, BAE Systems shall not be obliged to investigate any Incident and/or remedy any Fault where, in BAE Systems' reasonable opinion, such Incident or Fault:
- (a) cannot be reproduced in the Primary Environment, or was discovered in a non-Production Environment, in each case except as provided under paragraph 6 (Supported Environments) above;
 - (b) arose from installation and/or any use of the Software Product other than in accordance with the Order, by appropriately skilled and trained personnel in accordance with the Documentation and any training provided by BAE Systems, and for the purposes for which it was designed;
 - (c) Not Used;
 - (d) arose from any use of an Unsupported Release, unless BAE Systems has agreed to provide Extended Technical Support in accordance with paragraph 7 (Supported Releases);
 - (e) arose from any use beyond the End of Life Date, save as described in paragraph 10.2 below;
 - (f) was caused by a known issue discovered during installation which was accepted (or deemed accepted) by the Customer in accordance with the provisions of the Installation Acceptance;

- (g) would have been discovered during installation had it been conducted in accordance with the provisions of the Installation Acceptance, but where the Customer elected to use the Software Product without having properly complied with such provisions;
- (h) relates to any customisations, configurations or other modifications developed by BAE Systems, where specified in the applicable professional services Order under which they were provided that such customisations, configuration or modification would not be supported;
- (i) arose during any period where the Customer is running the Software Product in Operating Conditions, or has made any change to the Operating Conditions, that have not been specified or authorised by BAE Systems in accordance with paragraph 6 (Supported Environments) above, until such time as the Customer has obtained BAE Systems' written authorisation in accordance with paragraph 6;
- (j) arose as a result of any fault in any Third Party System, or interface, message format or other means by which users or Third Party Systems connect to the Software Product;
- (k) arose as a result of performance issues relating to the Software Product which are deemed by BAE Systems to be a result of insufficient environment capacity in the Production Environment, unless:
 - (i) BAE Systems had provided the Customer with express written recommendations on the required environment capacity as part of the installation; and
 - (ii) the Customer had implemented the Software Product in an environment with a capacity greater than or equal to that recommended by BAE Systems; and
 - (iii) the usage load and data volumes have remained within the limits upon which BAE Systems' recommendations were made at the point of Installation Acceptance.
- (l) arose as a result of a change in the structure of the data being made available to the Software Product by the Customer, including schema, relative to what was available at the point of Installation Acceptance.

8.2 In the event that BAE Systems, at its discretion, provides Technical Support and Maintenance in respect of any of the circumstances listed in paragraph 8.1 above then:

- (a) such Technical Support and Maintenance will be provided in Business Hours only and the timescales set out in paragraph 4 (Incident Response and Resolution) will not apply;
- (b) the Customer shall pay BAE Systems in accordance with BAE Systems' prevailing professional services rates, for the actual time expended plus expenses and third party costs reasonably and properly incurred in respect of providing such Technical Support and Maintenance; and
- (c) BAE Systems reserves the right to refuse, or suspend, such Technical Support and Maintenance at any time.

8.3 The Technical Support and Maintenance Services also specifically excludes:

- (a) Any on site support;
- (b) the provision of scripts to correct data issues in the Production Environment that were not caused by a Fault.

Such support may be requested via BAE Systems' professional services team and will be subject to mutual agreement in a separately chargeable Order for professional services.

9 MAINTENANCE

9.1 During the Term, BAE Systems shall make new Releases available to the Customer if and when BAE Systems makes such Releases Generally Available to its customers. The content and timing of such GA Releases will be determined by BAE Systems in its sole discretion.

9.2 The Customer's entitlement to use any new or enhanced features or functionality of a Release is subject to the terms of the Licence and, as designated in the updated Documentation made available by BAE Systems with the Release.

9.3 Not Used

10 END OF LIFE

10.1 BAE Systems may decide, in its sole discretion, that a Base Software Product is to be designated end of life ("**End of Life**") and the date from which this will take effect (the "**End of Life Date**") provided that the End of Life Date shall be no earlier than 18 months from the date of BAE Systems' notification to the Customer that the Base Software Product will be designated End of Life.

10.2 After the End of Life Date, BAE Systems' Technical Support and Maintenance Services will be limited to using commercially reasonable efforts to resolve Incidents during the remainder of the Term by either providing access to previously developed Workarounds, Fixes or Releases (where available), or else using commercially reasonable efforts to provide a new Workarounds or Fixes, provided that (in all cases):

- (a) any new Workarounds or Fixes are in the configuration only and do not require changes to the Base Software Product;
- (b) the Customer is running a Supported Release; and
- (c) any third party components that are incorporated within, or interface with, the Software Product remain supported by the applicable third party vendor.

10.3 Extended Technical Support is not available from the End of Life Date (and any active Extended Technical Support agreements shall cease with effect from the End of Life Date unless otherwise agreed in writing).

11 AUTHORISED REPRESENTATIVES

11.1 Subject to paragraph 11.2 below, the Customer shall notify BAE Systems of its representative(s) in respect of the Technical Support and Maintenance Services (each an "**Authorised Representative**").

11.2 Each Authorised Representative must speak English, be suitably experienced (either as an end user or as Customer ICT support) and be empowered to represent the Customer.

11.3 The Customer may change its Authorised Representatives at any time upon written notification to BAE Systems, and there is no limit (within reason) on the number of Authorised Representatives that the Customer may nominate, subject always to paragraph 11.2 above.

12 GENERAL CUSTOMER RESPONSIBILITIES

12.1 The Customer shall be responsible for:

- (a) providing and maintaining the Operating Conditions in which the Software Product is installed, ensuring those Operating Conditions comply with paragraph 6 (Supported Environments) above and ensuring that the Operating Conditions are configured in a manner to facilitate optimum performance of the Software Product, unless otherwise agreed under a separate Order that BAE Systems will provide such services;
- (b) ensuring that the Software Product is used in a proper manner by skilled personnel in accordance with the Documentation and any training provided by BAE Systems;
- (c) providing first and second line technical support to the Customer's end users to ensure that only Incidents diagnosed by the Customer as likely to have been caused by a Fault are reported to BAE Systems; and
- (d) facilitating the deployment of any Workarounds, Fixes or Releases in the Production Environment.

13 USE OF THIRD PARTIES

- 13.1 The Customer shall not permit anyone other than BAE Systems to provide any Technical Support and Maintenance Services with respect to the Software Product, other than first and second line technical support provided by the Customer's in-house team, without BAE Systems' prior written consent (and subject to any additional terms specified by BAE Systems as a condition of granting such consent).

14 ADDITIONAL TERMS

- 14.1 Any notifications or authorisations 'in writing' under this Schedule may be provided to the Customer by letter or email.
- 14.2 Unless expressly agreed otherwise in the Order, all Technical Support and Maintenance Services, and all communications and documentation in respect thereof, are provided in English language only.
- 14.3 Where an Order incorporates renewal or extension terms, BAE Systems may vary the scope of the Technical Support and Maintenance Services to take effect from the start of each renewal/extension period by providing three months' prior written notice to the Customer.

ILAS ASSUMPTIONS & DEPENDENCIES ANNEX

Dependencies

This order is on the basis that the following dependencies are met by the Customer in a timely manor:

#	Dependency
DP1	
DP2	
DP3	
DP4	
DP5	
DP6	

Assumptions

This order is on the basis that the following assumptions are correct:

#	Assumption
A1	
A2	
A3	
A4	
A5	
A6	
A7	

ILAS ICT REQUIREMENTS ANNEX

The Customer shall provide the BAE Systems ILAS Technical Team with the following: (All requirements apply to Business Days as defined in the ILAS Software Product Support & Maintenance Annex)

[Delete / Update as applicable]:

Indicative* Environment setup and management

1. An environment that is representative of ILAS users' machines (hereafter referred to as "the representative user environment") with a recent version of Microsoft Edge installed
2. 3 dedicated servers** (hereafter referred to as "the ILAS Servers") of the following minimum specification:
 - a. Recent version of Windows Server, Ubuntu, or Cloud EC2
 - b. 8 core processor
 - c. 32GB RAM
 - d. 200GB storage
 - e. Static IP address

** subject to refinement depending on data volume **

3. An entry in the DNS servers for each of the ILAS Servers, using the naming convention ilas.* which is resolvable by all ILAS users' machines and the representative user environment
4. Access to each of the ILAS Servers from all ILAS users' machines and the representative user environment on the following ports: 443
5. Valid HTTPS certificates that are trusted by all ILAS users' machines and the representative user environment
6. A mechanism for making the latest source data available to ILAS in a timely manner, and from a non-mission critical replica of the data source(s).
7. A mechanism (and the information needed to use said mechanism) that allows BAE Systems to use the dedicated Active Directory group for authenticating users
8. A dedicated Active Directory group to which ILAS users' Active Directory accounts can be added
9. Administration of dedicated Active Directory group including adding existing Active Directory users to said group

BAE Systems access

10. Continuous connection to the representative user environment and ILAS Servers during Business Hours, permitting access to three or more of the, appropriately cleared, BAE Systems ILAS Technical Team concurrently
11. Administrator privileges on the ILAS Servers
12. A mechanism that enables BAE Systems to transfer application and configuration files from BAE Systems' network to the ILAS Servers within 1 Business Hour of BAE Systems notifying the Customer's ICT service provider, up to a maximum of 2 transfers per day, during Business Hours
13. A mechanism that enables BAE Systems to transfer files between the ILAS Servers
14. Access to a representative ILAS user account added to the dedicated Active Directory group

Change management

15. Notification of the schedule of any regular maintenance regime affecting the ILAS Servers or the representative user environment
16. Notification in advance (in adequate time for BAE Systems to respond and indicate any impacts on ILAS) of any substantial changes to the ILAS Servers or the representative user environment outside of the regular maintenance regime
17. Notification in advance (in adequate time for BAE Systems to respond and indicate any impacts on ILAS) of any planned substantial changes to any of the following services relied upon by ILAS (hereafter referred to as "the external dependencies"):
 - a. DNS
 - b. Source/Reporting Server
 - c. Active Directory

18. Notification of incidents affecting any of the external dependencies (e.g. including BAE Systems in incident communications)
19. Notification in advance (in adequate time for BAE Systems to respond and indicate any impacts on ILAS) of any changes to the IP addresses, or resolvable domain name, of the external dependencies

* Final environment specification subject to analysis of data/domain complexity, user volumes, and nature of use (eg Trial v's Operational use)

** Laptop(s) may be acceptable instead of Server(s) in certain circumstances (eg Trials).