

Supplier Term 1:

Intellectual Property Rights

Each party retains ownership of its own Existing IPR, as defined in the Call-Off Contract. For clarity, Supplier Existing IPR includes the Supplier's methodologies, know-how, tools, templates, scripts, configuration artefacts, deployment patterns, frameworks and other materials developed independently of, or reused in delivering, the Services, together with any enhancements to them that are not Deliverables or New IPR under the Call-Off Contract.

Except as expressly provided in the Call-Off Contract, no rights in Supplier Existing IPR are granted or transferred to the Buyer. If any part of this Supplier Term conflicts with the Call-Off Contract, including the IPR Option selected in the Order Form and Call-Off Schedule 1 (Intellectual Property Rights), the Call-Off Contract prevails.

Supplier Term 2:

Technical and Access Requirements

The Buyer will provide and maintain, within a reasonable timeframe, all rights, permissions, credentials, systems access, network and infrastructure access, API connections, integrations, and any other technical or environmental requirements necessary for the Supplier to perform the Services.

Where the Buyer is required to supply information, access, decisions, approvals or other inputs, it will do so in a timely and accurate manner to enable the Supplier to meet agreed delivery timeframes.

If any of the above **Buyer Responsibilities** are not met, are delayed, or are provided in a manner that is incomplete, inaccurate or otherwise insufficient to support delivery, the Supplier will notify the Buyer of potential

impacts on timelines or scope and the parties will seek pragmatic adjustments through the existing Call-Off Contract governance and relief mechanisms.

Supplier Term 3:

Third-Party Cloud Services

The Buyer is responsible for procuring and maintaining all cloud environments, platforms, licences and related services from its chosen cloud service providers or other third-party vendors. The Supplier does not resell or provide any such third-party cloud products.

Accordingly, any performance issues, service interruptions, defects, outages, limitations or failures arising from those third-party services remain the responsibility of the relevant cloud service provider or vendor. The Buyer will pursue any remedies, service credits or claims relating to such third-party services directly with the applicable provider and not with the Supplier.

Where the Supplier is engaged to provide configuration, integration, implementation or other technical services in relation to the Buyer's cloud environments, such activities do not transfer to the Supplier any responsibility for the underlying performance, availability, configuration constraints or behaviour of those third-party systems.

The Supplier is not responsible for resolving issues that originate from third-party systems, services or infrastructure and has no liability for their performance.

For any technical issue arising from the Supplier's own activities that is notified during the term of the Call-Off Contract and any applicable warranty period stated in the Order Form, the Supplier will provide a correction, workaround or substitution. This constitutes the

Buyer's sole and exclusive remedy in relation to such issues.

This Supplier Term 3 applies without prejudice to Supplier Term 4 (Supplier Service Desk), which governs the Supplier's responsibilities for progressing, monitoring, escalating or addressing technical issues where a Service Desk is provided under the Call-Off Contract.

Supplier Term 4:

Supplier Service Desk

Where a Call-Off Contract includes the provision of a Service Desk, the following applies.

Accessing Support

If the Buyer experiences a technical issue relating to those elements of the Services, system or configuration that fall within the Supplier's defined support scope under the Call-Off Contract, the Buyer may raise that issue with the Supplier's Service Desk during the applicable **Support Hours**.

Support Hours are 09:00 to 17:30 (UK local time), Monday to Friday (excluding public holidays in England and Wales), unless different hours are specified in the Order Form.

Buyer Responsibilities When Requesting Support

The Buyer remains responsible for identifying and reporting issues that arise within its own environments, configurations or data, and for providing the information reasonably required for the Supplier to progress the issue.

Supplier Response to Reported Issues

Upon receiving a report of a technical issue, the Supplier's Service Desk will assign an appropriate severity level. The Supplier will use commercially reasonable endeavours during Support Hours to progress, monitor and, where appropriate, escalate the issue in accordance with any response or handling times specified

in the Order Form or relevant Service Description.

Where the technical issue relates to components, configurations or deliverables provided by the Supplier, the Supplier will use commercially reasonable endeavours to provide a fix, workaround or substitution within the applicable timeframe or, if no timeframe is specified, within a reasonable period.

Scope of Supplier Responsibility

The Supplier's responsibility under this Support Services clause is limited to progressing and addressing technical issues that fall within the Supplier's defined support scope under the Call-Off Contract.

Where an issue requires the involvement of the Buyer's cloud service provider, another third-party vendor, or the Buyer's own IT team, the Supplier will, where within scope, escalate or refer the matter to the appropriate party and continue to monitor or progress the issue as reasonably required. Any underlying remediation, resolution times or service levels applicable to those systems or providers remain the responsibility of the relevant third party or the Buyer and are outside the Supplier's control.

The Supplier is not responsible for resolving:

- issues that fall outside that defined support scope;
- underlying defects, outages, performance issues or service failures in Buyer-owned or third-party systems, platforms or services; or
- issues arising from factors outside the Supplier's reasonable control, including changes made by the Buyer or third parties.

Remedies for Supported Issues

Where a technical issue falls within the Supplier's defined support responsibilities, the Supplier's correction, workaround or

substitution will be the Buyer's sole and exclusive remedy.

Supplier Term 5:

Security Testing Services

Where a Call-Off Contract includes the provision of security testing and assessment services, the following applies.

Authorisation and Consent

For the purposes of the Computer Misuse Act 1990 (and any statutory modification, re-enactment or foreign equivalent), the Buyer grants the Supplier all permissions, authorisations and consents necessary to access, test and assess the Buyer's systems, networks, applications, environments and data (together, **Buyer IT Systems**) to enable the Supplier to perform the Security Testing Services.

The Buyer is responsible for ensuring that any third parties whose systems or services may be affected by the Security Testing Services have granted all necessary permissions and authorisations.

Buyer Responsibilities and Acknowledgement of Risk

The Buyer acknowledges that security testing carries inherent risks, including potential temporary degradation of system performance, availability or connectivity. The Buyer accepts and is responsible for managing these risks.

Accordingly, the Buyer shall:

- obtain all necessary approvals and consents from any internet service providers, cloud service providers, hosting providers or other third parties whose systems may be affected by the Security Testing Services;
- ensure that complete and up-to-date backups of all relevant Buyer IT Systems and Buyer Data are taken immediately prior

to the commencement of the Security Testing Services; and

- remain responsible for any loss of production, availability, data, connectivity, performance or access, or any other impact on Buyer IT Systems arising directly or indirectly from the conduct of the Security Testing Services and shall not seek to transfer such responsibility to the Supplier.

Limitations on Results and Reliance

Any statements, findings, results, recommendations, reports, surveys, forecasts, advice or opinions delivered by the Supplier in connection with the Security Testing Services (**Results**) are provided in good faith based on the information and conditions available at the time of testing.

While the Supplier will exercise reasonable skill and care in preparing the Results, the Supplier does not represent, undertake or warrant that:

- any particular outcome or security posture will be achieved; or
- following the Supplier's recommendations will ensure that the Buyer's IT systems will be free from vulnerabilities, harmful components, unauthorised access or interference.

The Buyer remains solely responsible for the management and operation of its business and IT environment, including:

- evaluating and interpreting the Results;
- deciding the extent to which it will rely on or implement any recommendations; and
- taking any remedial or follow-up actions that it considers appropriate.