



G-Cloud 15 Framework Agreement
Deloitte LLP Supplier Terms
("Supplier Terms")

January 2026



Supplier Terms Part 1 – Consulting and Advisory Services

These Consulting and Advisory Services terms apply to elements of the G-Cloud 15 Service which relate to advisory Deliverables and services.

Definitions

"Affiliate" means any entity controlled by, controlling, or under common control with, you.

"Charges" means our fees and expenses plus VAT and any other applicable taxes in respect of the Services.

"Buyer Background IPR" means any Intellectual Property Rights owned by or licensed to you before the date of the Contract and/or Intellectual Property Rights created by or licensed to you independently of this Contract.

"Contract" means the Call-Off Contract, including these Consulting and Advisory Services terms.

"Data Protection Legislation" means all applicable legislation relating to privacy or personal data and including any statute or statutory provision which amends, extends, consolidates or replaces the same, and the terms "personal data", "data subject", "controller", "processor" and "process" (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

"Deliverable(s)" means any and all written advice or other tangible product of the Services which is provided by Deloitte to you, and/or any items as specified in the Contract as a "Deliverable".

"Deloitte", "we", "us" or "our" means Deloitte LLP.

"Deloitte Parties" means Deloitte, any member of the Deloitte Touche Tohmatsu Limited network of firms and their subsidiaries, affiliates, and Subcontractors, and in each case their respective partners, principals, directors and personnel. In relation to Deloitte UK, Deloitte LLP uses the word "partner" in respect of its members and certain of its senior employees in its dealings with you to describe, respectively, a member and senior employee of Deloitte LLP in their capacity as such. Deloitte LLP gives a number of its employees the title of "director", which denotes that they are senior employees and not that they hold the office of director for the purposes of the Companies Act 2006. A list of members of Deloitte LLP is available at the Companies House website.

"Deloitte Technologies" means all content, publications, knowhow, materials, software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes and technologies, including cloud-based technologies and algorithms owned by, licensed to or developed by any Deloitte Party, including any modifications or enhancements and derivative works thereto, and used by Deloitte and its Subcontractors in performing the Services or its other obligations that are not an output of the Services and including items that may be licensed to you under separate license terms.

"Intellectual Property Rights" means all current and future legal and/or equitable interests and rights in all intellectual property and other proprietary rights of any kind whether registered or unregistered including but not limited to trade marks, service marks, inventions, patents, design rights, copyrights, database rights, trade secrets, and the goodwill attaching to any of them and applications for any of them and any renewals and extensions thereof and any right or form of protection of equivalent or similar nature or effect to any of them which may subsist anywhere in the world.

"Services" means the services described in the Contract as the **"Services"** and includes the provision of Deliverables.

"Subcontractors" means third parties appointed by Deloitte to support the provision of the Services.

"you" or "your" means the Buyer.

1. Contract

- 1.1. This Contract sets out the entire agreement and understanding between you and Deloitte in connection with the Services. This Contract supersedes, and relieves you and Deloitte from any liability which might otherwise arise in respect of, any prior agreements, understandings, statements or representations relating to the Services (unless made fraudulently). Neither party shall have any claim that in entering into this Contract it has relied on any agreement, understanding, statement or representation that is not set out in this Contract.
- 1.2. Any changes to this Contract must be agreed in writing.
- 1.3. This Contract does not make either of you or us an agent or legal representative of the other, nor does it create a partnership or joint venture.

- 1.4. If we have started work before you have signed the Order Form, this Contract applies retrospectively from the start of our work.

2. Our Services and responsibilities to you

- 2.1. Deloitte warrants that it will perform the Services with reasonable skill and care.
- 2.2. We will prepare Deliverables based on (i) the information provided to us during our work, (ii) the circumstances existing at the time of their preparation, and (iii) our understanding of relevant legislation, case law and practice. We shall not be responsible for updating Deliverables for events or changes occurring after we have delivered them to you in their final form, or for monitoring their continuing relevance or suitability.
- 2.3. All performance dates contained in this Contract are estimates. However, we shall use reasonable efforts to meet such dates.
- 2.4. Except where the scope of the Services expressly provides otherwise, we will have no responsibility for auditing or verifying the accuracy or completeness of any data or information provided to us and we will not be liable to you or any other party should any such data or information not be complete or accurate.
- 2.5. Our performance of the Services, the timetable, and the level of our Charges (including any estimate) each depend on the accuracy and completeness of any assumptions set out in the Contract and your timely performance of your obligations under this Contract, including your timely decisions and approvals in connection with the Services, upon which we shall be entitled to rely.

3. Your responsibilities

- 3.1. You are responsible for determining that the scope of the Services and any agreed specifications for any Deliverable is appropriate for your needs, evaluating the adequacy and results of the Services, deciding whether our Services or Deliverables make sense in the context of your business and whether you wish to rely on, implement or act on them.
- 3.2. You shall (i) manage all aspects of your business and take management decisions relating to your

business, including designating a suitably skilled and experienced individual to oversee the Services, (ii) give us access to your people and, if applicable, premises reasonably required to enable us to progress the Services, (iii) obtain any relevant approvals, licences and security clearances, (iv) establish and maintain all accounting, internal control or management information systems, and (v) promptly provide complete, accurate and up-to-date data and information relevant to the Services (including if it has previously been provided to the Deloitte Parties under a different arrangement or is publicly available information) which we may rely on in order to deliver the Services. You shall have all rights required to provide Deloitte with such data and information.

4. Confidentiality

- 4.1. Where either of us is or comes into possession of information about the other that is by its nature confidential, or is designated as such by the other (whether in writing or orally), including this Contract ("**Confidential Information**"), each party undertakes to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Services, and (iii) not to disclose it, subject to clause 4.2, to any other person without the disclosing party's prior written consent. These undertakings will not apply to any Confidential Information which the recipient party can demonstrate (a) was previously known to it without any obligation of confidentiality, (b) has been independently developed by it without access to or use of the disclosing party's Confidential Information, (c) was acquired by it from a third party which was not, to the recipient's knowledge, under an obligation to the disclosing party not to disclose such information, (d) was or has become publicly available through no fault of the recipient party, or (e) is subsequently disclosed by the disclosing party to a third party without restriction.

- 4.2. Each party will be entitled to disclose Confidential Information (i) to its legal advisors and insurers and (ii) to comply with any applicable legal, statutory, professional or regulatory requirement. We may share your Confidential Information with any (i) Deloitte Party we use to provide the Services and for quality control reviews and other risk management procedures, and (ii) any of our suppliers involved in providing infrastructure, cloud hosting and other support services as part

of our business, in each case on a confidential basis only.

- 4.3. Nothing in this Contract will prevent or restrict any Deloitte Party from using or sharing for any purpose any knowledge, experience and skills used in, gained or arising from performing the Services, subject to the obligations of confidentiality set out herein.
- 4.4. This clause 4.4 is subject to Deloitte (i) complying with applicable professional standards regarding conflicts of interest, and (ii) maintaining the confidentiality of your Confidential Information in accordance with clause 4.1 You acknowledge that other clients or third parties who (i) are interested or participating in a project in relation to the same or similar subject matter as the Services or (ii) may have interests that compete and/or conflict with your interests, may have received or may receive other services related to that project from Deloitte and/or another Deloitte Party (where necessary, through separate engagement teams). We will not disclose to you nor use for your benefit any confidential information that such other teams from Deloitte or another Deloitte Party have obtained in the course of providing services to other clients or third parties in relation to that project. You agree not to bring any claim against Deloitte or another Deloitte Party arising out of or connected with our or their provision of services to other clients or third parties or the non-disclosure to you of their confidential information as permitted by this clause 4.4.

5. Deliverables

- 5.1. We may discuss ideas with you orally or show you draft Deliverables, which will be provided for information purposes only and for which we will have no liability. You shall only rely on Deliverables that we have confirmed in writing are in final form.
- 5.2. The Deliverables are for your exclusive use and should be used solely for the purpose described in the Contract or the relevant Deliverable. Subject to clause 5.3, they must not be referred to in any document, copied or made available (in whole or in part) to any other person without our prior written consent.
- 5.3. You may disclose the Deliverables to your Affiliates and to your legal advisers on a need to know basis in connection with the project or transaction to which our engagement relates, provided you ensure that such parties accept that:

(i) except where required by law, court order or regulatory authority, the Deliverables must not be disclosed to any other party without our prior written consent, (ii) the Deliverables are provided for their information (but without creating any duty or liability to them on our part), and in the case of disclosure to your legal advisers solely for the purpose of advising you in connection with the project or transactions to which our engagement relates and must not be used for any other purpose, and (iii) if they place reliance on the Deliverables they do so at their own risk and have no recourse to any Deloitte Parties.

- 5.4. Unless agreed otherwise in writing, no person other than you may rely on the Deliverables and/or information derived from them and we accept no responsibility nor liability to any other person. You agree to reimburse us for any losses or liabilities (including legal costs) that any Deloitte Party incurs in connection with any claim by any third party in relation to the Services and/or Deliverables.
- 5.5. You shall approve each Deliverable that conforms in all material respects to the requirements therefor set forth in the applicable Contract. In any event, unless otherwise agreed in the Order Form, approval of a Deliverable shall be deemed given if you have not provided us with written notice of such approval or with written notice that a Deliverable does not conform with the foregoing within fourteen (14) days of delivery, or, if earlier, on your first operational use of the Deliverable.
- 5.6. On payment of all of our Charges, we grant you a royalty-free, world-wide, perpetual, non-exclusive, non-sublicenseable (except as permitted under this Contract) and non-transferable licence to use the Intellectual Property Rights in any final form Deliverables for the purpose described in the Contract or the relevant Deliverable. Deloitte will own and retain ownership of all Intellectual Property Rights of any kind in Deliverables, excluding any Buyer Background IPR (which shall remain owned by you).
- 5.7. You hereby grant to us and the other Deloitte Parties a royalty free, non exclusive, non-transferable, perpetual licence to use, copy, modify and adapt the Buyer Background IPR solely to the extent reasonably required in order to perform the Services.
- 5.8. Neither party will use the other party's trademarks, logos, and/or branding in external

publicity material without the owning party's written consent. However, Deloitte Parties may refer to you (including your logo) and the performance of the Services (i) in marketing and publicity materials as an indication of their experience, and (ii) internally.

- 5.9. You shall be entitled to have access to and use of those Deloitte Technologies supplied solely for the purposes of receiving the Services and using the Deliverables, and for no other purposes, in accordance with and subject to the provisions of the terms of use and licences that may be applicable to such Deloitte Technologies. You shall be responsible for all personnel (including other third parties, such as advisers) that each party has agreed shall have access to the Deloitte Technologies in connection with the Services. As between you and us, and for the benefit of the respective Deloitte Party owning the Deloitte Technologies, Deloitte and/or the respective Deloitte Party will own and retain ownership of all Intellectual Property Rights and other proprietary rights of any kind in the Deloitte Technologies.
- 5.10. You agree that during and after the provision of the Services we may extract data for aggregation on an anonymised basis with data from other clients/entities and that such aggregated and anonymised data may be used to gain insights, develop new services, and to review and improve our services made available to you and to other clients from time to time. We will protect the confidentiality of each client's identity when performing such tasks. You also agree that data searching and data extraction may be undertaken by electronic means and not by the engagement team.

6. Liability

- 6.1. Nothing in this Contract shall exclude or limit any liability arising from fraud, fraudulent misrepresentation, death or personal injury or other liabilities which cannot lawfully be limited or excluded.
- 6.2. In no event shall we be liable, whether in contract, tort (including, without limitation, negligence), under statute or otherwise for any indirect or consequential loss or damage, or any loss of profit (whether direct or indirect) arising from or in any way in connection with this Contract.
- 6.3. Our total liability of whatever nature, whether in contract, tort (including, without limitation,

negligence), under statute or otherwise for any and all claims, losses, liabilities, damages, costs and expenses arising from or in any way in connection with this Contract ("**Losses**"), shall be limited to the aggregate amount specified in the Order Form or, if no amount is specified, to an aggregate amount of a) £500,000 or, if greater b) an amount equal to 125% of the fees paid by you to Deloitte for the Services.

- 6.4. Where Deloitte has expressly agreed in the Order Form that there is more than one beneficiary of the Services, the limitation on our total liability in this Contract will apply to all such beneficiaries in the aggregate and shall be apportioned amongst them. You will procure that no such beneficiary will dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the grounds that the agreed share of the limitation amount so apportioned to any beneficiary is unreasonably low.
- 6.5. Any liability which we may have for Losses shall (so far as is permitted by law) be limited to such an amount as is determined to be just and equitable, taking into account the extent of responsibility for such Losses of us, you, and any person other than us who is jointly or severally liable for all or part of the same Losses, provided always that our liability shall not exceed in aggregate the amount set out in this Contract. Any limitation, exclusion or restriction on the liability of any such other person, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall not be taken account of for the purposes of determining the extent of our liability.

- 6.6. Except for the warranties, representations, conditions and obligations expressly set out in this Contract, Deloitte disclaims all warranties, representations, conditions and obligations, either express or implied, including warranties of satisfactory quality and fitness for a particular purpose.

7. Payment

- 7.1. Unless otherwise specified in the Order Form, we will invoice our Charges monthly in arrears and issue a final invoice to you on completion of the Services. You shall pay all invoices within 14 days of the date of the applicable invoice ("Due Date"). Deloitte shall have the right to suspend or

terminate the provision of Services or any part thereof if payment is not received by the Due Date. If you dispute an invoice, you shall notify us within 7 days of its receipt and pay the undisputed portion of that invoice by the Due Date. You shall reimburse us for all reasonable expenses incurred in performing the Services (including all reasonable travel, meal, lodging, and mileage expenses) which will be invoiced as part of the Charges. We will be entitled to receive all Charges incurred up to the date of termination of this Contract for any reason.

8. Data Protection

- 8.1. Each party shall comply with its obligations under Data Protection Legislation in respect of personal data processed by it in connection with this Contract and the Services ("Personal Data").
- 8.2. The parties acknowledge that certain of the Services may be performed by Deloitte acting as a controller and certain Services may be performed by Deloitte acting as a processor. The Contract shall identify whether in each case it is the understanding of the parties that Deloitte carries out the particular Services as a controller or a processor. In the absence of any such indication, the capacity in which Deloitte acts shall be determined by Data Protection Legislation. When Deloitte is acting as a processor, clauses 8.1-8.6 shall apply and the Contract shall set out the scope of the processing carried out by Deloitte. When acting as a controller, clauses 8.1, 8.2, 8.7 and 8.8 shall apply.

Processor clauses

- 8.3. We shall: (i) only process Personal Data: (a) to the extent necessary to provide the Services; (b) in accordance with your specific instructions (save to the extent, in our opinion, such instructions infringe the Data Protection Legislation, in which case we shall notify you); or (c) as required by any competent authority or applicable law; (ii) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk relating to our processing of the Personal Data; (iii) ensure that our employees, officers and agents are under a statutory, regulatory or contractual obligation of confidentiality with respect to Personal Data; (iv) notify you without undue delay, and provide reasonable cooperation after becoming aware of a personal data breach relating to Personal Data in our possession or control; (v) provide reasonable cooperation and assistance to you in relation to

any request by a data subject to have access to Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject, including notifying you in writing without undue delay of receipt of any request (save to the extent prevented from doing so by applicable law); (vi) be entitled to recover any reasonable costs incurred in assisting you in meeting your obligations under the Data Protection Legislation; and (vii) subject to clause 8.7, at your reasonable request, delete or return all Personal Data to you on termination or expiry of this Contract.

- 8.4. To the extent required by Data Protection Legislation, we shall maintain a record of our processing activities and provide such cooperation and information to you as is reasonably necessary for you to demonstrate compliance with Data Protection Legislation (including in relation to data protection impact assessments and prior consultations with supervisory authorities). Such cooperation shall include permitting you, at your sole cost and expense, to audit our compliance with this clause 8 provided that (unless expressly required otherwise by any competent authority): (i) reasonable notice of not less than 30 days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit and the appointment of any third party auditor; (ii) to the extent the audit scope is covered in any audit carried out for us by an independent third party auditor within twelve months prior to your audit request and there have been no material changes to the controls audited, we may share the report to the extent relevant to you and the disclosure of such report shall be deemed to satisfy the audit request made by you; (iii) where, acting reasonably, you still require a specific audit, such audit shall be conducted during regular business hours, subject to our policies and may not unreasonably interfere with our business activities; (iv) the audit shall be subject to our duties of confidentiality owed to any of our clients, staff, or other third parties; and (v) the rights granted in this clause 8.4 may not be conducted more than once in any calendar year; and (vi) for the avoidance of any doubt, any audit to be conducted does not include any access to our systems or penetration testing of our systems.
- 8.5. You authorise us to use any subcontractor, including any Deloitte Party, to process Personal Data as a sub-processor of Deloitte provided that we shall ensure that (a) such processing is subject to a written contract or other legal act with such sub-processor containing data protection

obligations no less onerous than those set out in this clause 8; and (b) we shall remain liable for the acts and omission of any such sub-processor with respect to the processing of Personal Data. A list of our incidental sub-processors appointed for infrastructure, support and administrative purposes ("Incidental Subprocessors") is set out on our website and any additional sub-processors material to this instruction are listed in the Order Form. Any objection to an amendment to the Incidental Subprocessors may be escalated for discussion.

- 8.6. We shall be entitled to process or transfer Personal Data to any jurisdiction including a jurisdiction outside the European Economic Area ("EEA") including to any subcontractor, provided that such transfer is permissible under Data Protection Legislation.

Controller clauses

- 8.7. You acknowledge that Deloitte may also process Personal Data as a controller for the purpose of, or in connection with those Services indicated in the Contract together with: (i) applicable legal, professional or regulatory requirements; (ii) requests and communications from competent authorities; (iii) administrative, financial accounting, risk analysis, client relationship; and (iv) other reasonable business purposes (together the "Purposes").
- 8.8. You shall (and shall procure that any member of your Affiliates shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order to disclose Personal Data to us for the Purposes.

9. Termination

- 9.1. Unless otherwise agreed in the Order Form, each party may terminate this Contract for convenience by giving 30 days' written notice to the other at any time. Further, each party may terminate this Contract by written notice to the other in the event of: (i) a material breach by the other party of an obligation under this Contract and, if the breach is capable of remedy, the other party failing to remedy the breach within 15 days (or such other period agreed in writing) of receipt of notice of such breach; or (ii) the other party suffering an insolvency or bankruptcy related event which prevents it from paying its debts as they fall due.

- 9.2. Deloitte may terminate this Contract or performance of any part of the Services, upon written notice to you, if Deloitte determines that the performance of any part of the Services would be in conflict with law or sanctions, or independence or professional rules.

- 9.3. Any provisions of this Contract which by their nature, extend beyond the expiry or termination of this Contract shall survive such expiration or termination.

10. Confidentiality and Freedom of Information

- 10.1. **Quality of service.** If, at any time, you believe our service to you could be improved or if you are dissatisfied with any aspect of the Services you should raise the matter with the partner responsible for providing the Services. If you would prefer to discuss the matter with someone other than that partner, or if you wish to make a complaint, please call or write to our Managing Partner, Clients and Industries. We will investigate all complaints. You have the right to take any complaint up with the Institute of Chartered Accountants in England and Wales (the ICAEW). You may obtain an explanation of the mechanisms that operate in respect of a complaint to the ICAEW at <http://www.icaew.com/en/membership/regulations-standards-and-guidance/regulation-and-complaints> or by writing to the ICAEW at the Professional Standards Office, Level 1, Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.

- 10.2. **Managing disputes.** The parties will attempt to resolve any dispute or claim arising out of or in connection with this Contract promptly through negotiations between senior management within 60 days, failing which legal proceedings may be commenced in respect of the matter.

- 10.3. **Force majeure.** Other than a party's obligation to pay any Charges set out in the Contract, neither party will be liable for any delays or failures in performance or breach of contract due to events, causes or circumstances beyond the reasonable control of either party.

- 10.4. **Notices.** All notices hereunder shall be (i) in writing (including by email), (ii) delivered to the representatives of the parties at the addresses specified in the Order Form (unless changed by either party upon written notice to the other party), and (iii) be deemed to have been received

(a) at the time of delivery when delivered personally, (b) two business days if sent by first class or registered post, or (c) when sent if delivered to the recipient's correct address without any delivery error message when emailed.

10.5. **Subcontracting and assignment.** We may subcontract the provision of the Services or any part to any person including any Deloitte Party, but this will not affect Deloitte's responsibility for the Services. You agree not to bring any claim (whether in contract, tort, breach of statutory duty or otherwise) against any Deloitte Parties except Deloitte in respect of loss or damage suffered by you arising out of or in connection with this Contract or the Services. No third parties have any rights (including under the Contracts (Rights of Third Parties) Act 1999) to enforce any part of this Contract (which can be varied or terminated without any third party's consent). Neither party may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, such consent not to be unreasonably withheld or delayed.

10.6. **Non-solicitation.** The parties agree that neither party will employ or engage any personnel of the other party who within 6 months of such action has been involved directly with the provision of the Services or has been otherwise directly connected with the Services. This provision shall not restrict the right of either party to hire personnel via a general recruitment campaign.

10.7. **Severance.** If any provision of this Contract is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of you and us set forth in this Contract.

10.8. **Compliance.** Each party will (i) comply with applicable anti-bribery laws; (ii) have and shall maintain in place throughout the term of this Contract proportionate policies and procedures, to allow compliance with applicable anti-bribery laws; and comply with applicable anti-money laundering laws.

Deloitte will not provide an individual to personally provide Services within the meaning of s61M ITEPA 2003, where that individual is engaged through an Intermediary. Deloitte warrants that it is not itself an Intermediary to which any of the conditions in s61N ITEPA 2003 apply. However, in exceptional circumstances, the parties may agree

that an individual may be engaged to personally provide Services through an Intermediary. Where an individual providing the Services has been engaged by Deloitte through an Intermediary and the Buyer is required by relevant legislation to determine the employment status or deemed employment status of the individual concerned, the Buyer shall comply with the provisions of such legislation. The Buyer acknowledges that such legislative compliance shall include but not be limited to (i) determining employment status in the form of a Status Determination Statement ("**SDS**"), (ii) providing Deloitte and the individual with a copy of the SDS, (iii) responding promptly to any enquiries made by Deloitte or the individual about such SDS, (iv) taking reasonable care, and (v) meeting any applicable time limit. The Buyer accepts and agrees that where such legislation renders the Buyer and/or Deloitte liable for any tax and/or social security contributions in respect of the Services in consequence of the Buyer's failure to comply with requirements of the legislation or any error made by the Buyer, Deloitte shall not be liable to compensate the Buyer for any such liability or part thereof, and the Buyer shall compensate Deloitte in full for any liability for which Deloitte is determined to be liable which arises in consequence of any such failure or error by the Buyer. Deloitte shall use reasonable endeavours to provide the Buyer with relevant information in its possession to assist the Buyer in making the SDS. Deloitte shall offer the Buyer such assistance in complying with its obligations under the legislation as is reasonable and necessary.

For the purpose of this clause 10.8, "**Intermediary**" means any entity within the meaning of Intermediary for the purposes of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**").

10.9. **Governing law and jurisdiction.** This Contract and the relationship between the parties is subject to and governed by and will be interpreted in accordance with English law. Any dispute arising on any basis from or under this Contract or the relationship between the parties will be subject to the exclusive jurisdiction of the Courts of England and Wales. Nothing in this Contract will prevent either party from bringing legal proceedings at any time in any jurisdiction to protect or enforce its legal rights in respect of any Intellectual Property Rights or Confidential Information (including but not limited to seeking an injunction).

Supplier Terms Part 2 – Technology Services

These Technology Services terms apply to elements of the G-Cloud Service 15 which relate to technology Deliverables and services.

Definitions

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"Contract" means the Call-Off Contract, including these Technology Services terms.

"Data Protection Legislation" means all applicable legislation relating to privacy or personal data and including any statute or statutory provision which amends, extends, consolidates or replaces the same, and the terms "personal data", "data subject", "controller", "processor" and "process" (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

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"Intellectual Property Rights" means all current and future legal and/or equitable interests and rights in all intellectual property and other proprietary rights of any kind whether registered or unregistered including but not limited to trade marks, service marks, inventions, patents, design rights, copyrights, database rights, trade secrets, and the goodwill attaching to any of them and applications for any of them and any renewals and extensions thereof and any right or form of protection of equivalent or similar nature or effect to any of them which may subsist anywhere in the world.

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"you" or "your" means the Buyer.

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- 1.2. Any changes to this Contract must be agreed in writing.
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- 1.4. If we have started work before you have signed the Order Form, this Contract applies retrospectively from the start of our work.

2. Our Services and responsibilities to you

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- 2.3. All performance dates contained in this Contract are estimates. However, we shall use reasonable efforts to meet such dates.
- 2.4. Except where the scope of the Services expressly provides otherwise, we will have no responsibility for auditing or verifying the accuracy or completeness of any data or information provided to us and we will not be liable to you or any other party should any such data or information not be complete or accurate.
- 2.5. Our performance of the Services, the timetable, and the level of our Charges (including any estimate) each depend on the accuracy and completeness of any assumptions set out in the Contract and your timely performance of your obligations under this Contract, including your timely decisions and approvals in connection with the Services, upon which we shall be entitled to rely.
- 2.6. The Services may include (i) the provision of certain software and/or system(s) (the "**Technical Deliverables**"), (ii) design and/or scoping services in respect of the planned implementation (the "**Design & Scoping Services**"), and (iii) development and/or implementation services ("**Implementation Services**"), which Implementation Services shall be performed using one or a combination of both of the methodologies identified in the Contract, in each case as further described in the Contract.
- 2.7. We will, in connect with the provision of the Services, maintain security standards that: (i) are

in accordance with good industry practice, applicable law and the provisions of the Contract; and (ii) comply with the principles of ISO/IEC27001 and ISO/IEC27002 or any such comparable standards as may be agreed between the parties.

3. Your responsibilities

- 3.1. You are responsible for determining that the scope of the Services and any agreed specifications for any Deliverable is appropriate for your needs, evaluating the adequacy and results of the Services, deciding whether our Services or Deliverables make sense in the context of your business and whether you wish to rely on, implement or act on them.
- 3.2. You shall (i) manage all aspects of your business and take management decisions relating to your business, including designating a suitably skilled and experienced individual to oversee the Services, (ii) give us access to your people and, if applicable, premises reasonably required to enable us to progress the Services, (iii) obtain any relevant approvals, licences and security clearances, (iv) establish and maintain all accounting, internal control or management information systems, and (v) promptly provide complete, accurate and up-to-date data and information relevant to the Services (including if it has previously been provided to the Deloitte Parties under a different arrangement or is publicly available information) which we may rely on in order to deliver the Services. You shall have all rights required to provide Deloitte with such data and information.
- 3.3. You will give us full and prompt access to (subject to our obligations of confidentiality) your data and systems and those of your Affiliates and to your other advisers associated with our engagement, together with all necessary administrative support and will be responsible for the accuracy and completion and any migration of your data.
- 3.4. You will ensure that the system on which the Deliverables are hosted (where we do not provide hosting services) has sufficient volume and is of an appropriate specification to enable the Deliverables to operate at acceptable performance levels. You acknowledge that, unless specifically stated in the Contract, we do not provide advice or guidance on the appropriate size and/or characteristics of system on which the Deliverables are hosted.

- 3.5. You will be responsible for the quality of the data that is to be put into the systems on which the Deliverables will operate. We will not have any obligation to review or ensure the quality of such data or its fitness for purpose for the operation of the Deliverables, unless such services are specifically included within the scope of the Implementation Services described in the Contract. You will retain responsibility for any loss or corruption of data (where we do not provide hosting services).

4. Confidentiality

- 4.1. Where either of us is or comes into possession of information about the other that is by its nature confidential, or is designated as such by the other (whether in writing or orally), including this Contract ("**Confidential Information**"), each party undertakes to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Services, and (iii) not to disclose it, subject to clause 4.2, to any other person without the disclosing party's prior written consent. These undertakings will not apply to any Confidential Information which the recipient party can demonstrate (a) was previously known to it without any obligation of confidentiality, (b) has been independently developed by it without access to or use of the disclosing party's Confidential Information, (c) was acquired by it from a third party which was not, to the recipient's knowledge, under an obligation to the disclosing party not to disclose such information, (d) was or has become publicly available through no fault of the recipient party, or (e) is subsequently disclosed by the disclosing party to a third party without restriction.
- 4.2. Each party will be entitled to disclose Confidential Information (i) to its legal advisors and insurers and (ii) to comply with any applicable legal, statutory, professional or regulatory requirement. We may share your Confidential Information with any (i) Deloitte Party we use to provide the Services and for quality control reviews and other risk management procedures, and (ii) any of our suppliers involved in providing infrastructure, cloud hosting and other support services as part of our business, in each case on a confidential basis only.
- 4.3. Nothing in this Contract will prevent or restrict any Deloitte Party from using or sharing for any purpose any knowledge, experience and skills

used in, gained or arising from performing the Services, subject to the obligations of confidentiality set out herein.

- 4.4. This clause 4.4 is subject to Deloitte (i) complying with applicable professional standards regarding conflicts of interest, and (ii) maintaining the confidentiality of your Confidential Information in accordance with clause 4.1 You acknowledge that other clients or third parties who (i) are interested or participating in a project in relation to the same or similar subject matter as the Services or (ii) may have interests that compete and/or conflict with your interests, may have received or may receive other services related to that project from Deloitte and/or another Deloitte Party (where necessary, through separate engagement teams). We will not disclose to you nor use for your benefit any confidential information that such other teams from Deloitte or another Deloitte Party have obtained in the course of providing services to other clients or third parties in relation to that project. You agree not to bring any claim against Deloitte or another Deloitte Party arising out of or connected with our or their provision of services to other clients or third parties or the non-disclosure to you of their confidential information as permitted by this clause 4.4.

5. Deliverables

- 5.1. We may discuss ideas with you orally or show you draft Deliverables, which will be provided for information purposes only and for which we will have no liability. You shall only rely on Deliverables that we have confirmed in writing are in final form.
- 5.2. The Deliverables are for your exclusive use and should be used solely for the purpose described in the Contract or the relevant Deliverable. Subject to clause 5.3, they must not be referred to in any document, copied or made available (in whole or in part) to any other person without our prior written consent.
- 5.3. You may disclose the Deliverables to your Affiliates and to your legal advisers on a need to know basis in connection with the project or transaction to which our engagement relates, provided you ensure that such parties accept that: (i) except where required by law, court order or regulatory authority, the Deliverables must not be disclosed to any other party without our prior written consent, (ii) the Deliverables are provided for their information (but without creating any

duty or liability to them on our part), and in the case of disclosure to your legal advisers solely for the purpose of advising you in connection with the project or transactions to which our engagement relates and must not be used for any other purpose, and (iii) if they place reliance on the Deliverables they do so at their own risk and have no recourse to any Deloitte Parties.

- 5.4. Unless agreed otherwise in writing, no person other than you may rely on the Deliverables and/or information derived from them and we accept no responsibility nor liability to any other person. You agree to reimburse us for any losses or liabilities (including legal costs) that any Deloitte Party incurs in connection with any claim by any third party in relation to the Services and/or Deliverables.
- 5.5. You shall approve each Deliverable that conforms in all material respects to the requirements therefor set forth in the applicable Contract. In any event, unless otherwise agreed in the Order Form, approval of a Deliverable shall be deemed given if you have not provided us with written notice of such approval or with written notice that a Deliverable does not conform with the foregoing within fourteen (14) days of delivery, or, if earlier, on your first operational use of the Deliverable.
- 5.6. On payment of all of our Charges, we grant you a royalty-free, world-wide, perpetual, non-exclusive, non-sublicenseable (except as permitted under this Contract) and non-transferable licence to use the Intellectual Property Rights in any final form Deliverables for the purpose described in the Contract or the relevant Deliverable. Deloitte will own and retain ownership of all Intellectual Property Rights of any kind in Deliverables, excluding any Buyer Background IPR (which shall remain owned by you).
- 5.7. You hereby grant to us and the other Deloitte Parties a royalty free, non exclusive, non-transferable, perpetual licence to use, copy, modify and adapt the Buyer Background IPR and applicable Third Party Software solely to the extent reasonably required in order to perform the Services.
- 5.8. Neither party will use the other party's trademarks, logos, and/or branding in external publicity material without the owning party's written consent. However, Deloitte Parties may refer to you (including your logo) and the performance of the Services (i) in marketing and

publicity materials as an indication of their experience, and (ii) internally.

- 5.9. You shall be entitled to have access to and use of those Deloitte Technologies supplied solely for the purposes of receiving the Services and using the Deliverables, and for no other purposes, in accordance with and subject to the provisions of the terms of use and licences that may be applicable to such Deloitte Technologies. You shall be responsible for all personnel (including other third parties, such as advisers) that each party has agreed shall have access to the Deloitte Technologies in connection with the Services. As between you and us, and for the benefit of the respective Deloitte Party owning the Deloitte Technologies, Deloitte and/or the respective Deloitte Party will own and retain ownership of all Intellectual Property Rights and other proprietary rights of any kind in the Deloitte Technologies.
- 5.10. You agree that during and after the provision of the Services we may extract data for aggregation on an anonymised basis with data from other clients/entities and that such aggregated and anonymised data may be used to gain insights, develop new services, and to review and improve our services made available to you and to other clients from time to time. We will protect the confidentiality of each client's identity when performing such tasks. You also agree that data searching and data extraction may be undertaken by electronic means and not by the engagement team.
- 5.11. You will be responsible for the licensing arrangements for any proprietary third party software packages ("**Third Party Software**") and related documentation (including any modifications, enhancements or derivatives and any third party data) used in the provision of the Services, either through you obtaining the licence directly from the relevant third party or through a grant of a sub-licence to you by us. Where we grant a sub-licence to you, we shall (subject to the terms of the licence), grant a licence to you based on the relevant licence terms that the third party has granted to us and/or additional use and access terms required by the licensor, including as detailed in "Supplier Terms Part 5 Appendix – Vendor Terms" or as otherwise set out in the Order Form. Any such sub-licence granted by us to you shall be provided solely as set out in the third party licence terms and, to the extent permitted by law, without any further express or implied warranties of any kind. Unless specified to the contrary in the Contract, the provision of any Third

Party Software shall be outside the scope of the Implementation Services and shall be regarded as items provided by you for the purposes of this Contract. Unless expressly agreed otherwise in the Contract, we provide no warranty, indemnity or support of or in relation to such Third Party Software. All such rights and obligations are a matter strictly between you and the relevant third party licensor(s). We are not responsible for the quality, performance or fitness for purpose of Third Party Software obtained by you, even if recommended, configured or implemented by us.

- 5.12. Subject to clause 5.13, we will indemnify you for your reasonable costs and damages awarded by a court of competent jurisdiction under any final judgement or agreed by us in writing in final settlement arising out of a claim brought against you by any third party that your use or possession of the Deliverables in accordance with the terms of the Contract infringes the copyright, database right or trade mark of any third party not connected to you, provided that you comply with your obligations in clause 5.15. The liability cap in clause 6.3 shall not apply to this indemnity.
- 5.13. The indemnity in clause 5.12 shall not apply to the extent that such infringement or alleged infringement arises from (i) modification of the Deliverable other than by Deloitte or a Deloitte Party; (ii) your use of the Deliverable in a manner not contemplated by this Contract; (iii) your failure to use in a timely manner any corrections or modifications made available to you by Deloitte, provided such corrections or modifications do not materially diminish the functionality of the Deliverable; (iv) information, materials, instructions, specifications, requirements or designs provided by you or on your behalf, or (v) the use of the Deliverable in combination with any platform, product, network or data not provided by Deloitte and not contemplated by this Contract.
- 5.14. You will indemnify us for our reasonable costs and damages arising out of any claim that our (or any Deloitte Party's) use or possession of any Buyer Background IPR or Third Party Software infringes any copyright, database right or trade mark of a third party.
- 5.15. If any indemnified party becomes aware of any claim or likely claim of infringement as contemplated by clause 5.12 or 5.14, it shall (i) not prejudice the defence of any such claim, (ii) promptly notify the indemnifying party in writing of the details of the claim, (iii) give the indemnifying party all reasonable assistance with

such claim (at the indemnifying party's reasonable cost), and (iv) give the indemnifying party the sole conduct and control of the claim and its settlement or resolution.

- 5.16. We may, at our expense, modify or replace all or part of the Deliverable so as to avoid infringement or claims of infringement, or, if we, in our sole discretion, determine that no modification or replacement is appropriate, then we may terminate this Contract (or part of the Contract that relates to the provision of the Deliverable) and Deloitte would then refund the fees paid to Deloitte with respect to such Deliverable.
- 5.17. Clauses 5.12 and 5.16 states our entire liability for infringement or alleged infringement of any third party rights of any kind whatsoever by the provision and use of the Deliverable.

6. Liability

- 6.1. Nothing in this Contract shall exclude or limit any liability arising from fraud, fraudulent misrepresentation, death or personal injury or other liabilities which cannot lawfully be limited or excluded.
- 6.2. In no event shall we be liable, whether in contract, tort (including, without limitation, negligence), under statute or otherwise for any indirect or consequential loss or damage, or any loss of profit (whether direct or indirect) arising from or in any way in connection with this Contract.
- 6.3. Our total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise for any and all claims, losses, liabilities, damages, costs and expenses arising from or in any way in connection with this Contract ("Losses"), shall be limited to the aggregate amount specified in the Order Form or, if no amount is specified, to an aggregate amount of a) £500,000 or, if greater b) an amount equal to 125% of the fees paid by you to Deloitte for the Services.
- 6.4. Where Deloitte has expressly agreed in the Order Form that there is more than one beneficiary of the Services, the limitation on our total liability in this Contract will apply to all such beneficiaries in the aggregate and shall be apportioned amongst them. You will procure that no such beneficiary will dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the

grounds that the agreed share of the limitation amount so apportioned to any beneficiary is unreasonably low.

6.5. Any liability which we may have for Losses shall (so far as is permitted by law) be limited to such an amount as is determined to be just and equitable, taking into account the extent of responsibility for such Losses of us, you, and any person other than us who is jointly or severally liable for all or part of the same Losses, provided always that our liability shall not exceed in aggregate the amount set out in this Contract. Any limitation, exclusion or restriction on the liability of any such other person, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall not be taken account of for the purposes of determining the extent of our liability.

6.6. Except for the warranties, representations, conditions and obligations expressly set out in this Contract, Deloitte disclaims all warranties, representations, conditions and obligations, either express or implied, including warranties of satisfactory quality and fitness for a particular purpose.

7. Payment

7.1. Unless otherwise specified in the Order Form, we will invoice our Charges monthly in arrears and issue a final invoice to you on completion of the Services. You shall pay all invoices within 14 days of the date of the applicable invoice ("Due Date"). Deloitte shall have the right to suspend or terminate the provision of Services or any part thereof if payment is not received by the Due Date. If you dispute an invoice, you shall notify us within 7 days of its receipt and pay the undisputed portion of that invoice by the Due Date. You shall reimburse us for all reasonable expenses incurred in performing the Services (including all reasonable travel, meal, lodging, and mileage expenses) which will be invoiced as part of the Charges. We will be entitled to receive all Charges incurred up to the date of termination of this Contract for any reason.

8. Data Protection

8.1. Each party shall comply with its obligations under Data Protection Legislation in respect of personal data processed by it in connection with this Contract and the Services ("Personal Data").

8.2. The parties acknowledge that certain of the Services may be performed by Deloitte acting as a controller and certain Services may be performed by Deloitte acting as a processor. The Contract shall identify whether in each case it is the understanding of the parties that Deloitte carries out the particular Services as a controller or a processor. In the absence of any such indication, the capacity in which Deloitte acts shall be determined by Data Protection Legislation. When Deloitte is acting as a processor, clauses 8.1-8.6 shall apply and the Contract shall set out the scope of the processing carried out by Deloitte. When acting as a controller, clauses 8.1, 8.2, 8.7 and 8.8 shall apply.

Processor clauses

8.3. We shall: (i) only process Personal Data: (a) to the extent necessary to provide the Services; (b) in accordance with your specific instructions (save to the extent, in our opinion, such instructions infringe the Data Protection Legislation, in which case we shall notify you); or (c) as required by any competent authority or applicable law; (ii) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk relating to our processing of the Personal Data; (iii) ensure that our employees, officers and agents are under a statutory, regulatory or contractual obligation of confidentiality with respect to Personal Data; (iv) notify you without undue delay, and provide reasonable cooperation after becoming aware of a personal data breach relating to Personal Data in our possession or control; (v) provide reasonable cooperation and assistance to you in relation to any request by a data subject to have access to Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject, including notifying you in writing without undue delay of receipt of any request (save to the extent prevented from doing so by applicable law); (vi) be entitled to recover any reasonable costs incurred in assisting you in meeting your obligations under the Data Protection Legislation; and (vii) subject to clause 8.7, at your reasonable request, delete or return all Personal Data to you on termination or expiry of this Contract.

8.4. To the extent required by Data Protection Legislation, we shall maintain a record of our processing activities and provide such cooperation and information to you as is reasonably necessary for you to demonstrate compliance with Data Protection Legislation (including in relation to data

protection impact assessments and prior consultations with supervisory authorities). Such cooperation shall include permitting you, at your sole cost and expense, to audit our compliance with this clause 8 provided that (unless expressly required otherwise by any competent authority): (i) reasonable notice of not less than 30 days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit and the appointment of any third party auditor; (ii) to the extent the audit scope is covered in any audit carried out for us by an independent third party auditor within twelve months prior to your audit request and there have been no material changes to the controls audited, we may share the report to the extent relevant to you and the disclosure of such report shall be deemed to satisfy the audit request made by you; (iii) where, acting reasonably, you still require a specific audit, such audit shall be conducted during regular business hours, subject to our policies and may not unreasonably interfere with our business activities; (iv) the audit shall be subject to our duties of confidentiality owed to any of our clients, staff, or other third parties; and (v) the rights granted in this clause 8.4 may not be conducted more than once in any calendar year; and (vi) for the avoidance of any doubt, any audit to be conducted does not include any access to our systems or penetration testing of our systems.

8.5. You authorise us to use any subcontractor, including any Deloitte Party, to process Personal Data as a sub-processor of Deloitte provided that we shall ensure that (a) such processing is subject to a written contract or other legal act with such sub-processor containing data protection obligations no less onerous than those set out in this clause 8; and (b) we shall remain liable for the acts and omission of any such sub-processor with respect to the processing of Personal Data. A list of our incidental sub-processors appointed for infrastructure, support and administrative purposes ("Incidental Subprocessors") is set out on our website and any additional sub-processors material to this instruction are listed in the Order Form. Any objection to an amendment to the Incidental Subprocessors may be escalated for discussion.

8.6. We shall be entitled to process or transfer Personal Data to any jurisdiction including a jurisdiction outside the European Economic Area ("EEA") including to any subcontractor, provided that such transfer is permissible under Data Protection Legislation.

Controller clauses

8.7. You acknowledge that Deloitte may also process Personal Data as a controller for the purpose of, or in connection with those Services indicated in the Contract together with: (i) applicable legal, professional or regulatory requirements; (ii) requests and communications from competent authorities; (iii) administrative, financial accounting, risk analysis, client relationship; and (iv) other reasonable business purposes (together the "Purposes").

8.8. You shall (and shall procure that any member of your Affiliates shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order to disclose Personal Data to us for the Purposes.

9. Termination

9.1. Unless otherwise agreed in the Order Form, each party may terminate this Contract for convenience by giving 45 days' written notice to the other at any time. Further, each party may terminate this Contract by written notice to the other in the event of: (i) a material breach by the other party of an obligation under this Contract and, if the breach is capable of remedy, the other party failing to remedy the breach within 30 days (or such other period agreed in writing) of receipt of notice of such breach; or (ii) the other party suffering an insolvency or bankruptcy related event which prevents it from paying its debts as they fall due.

9.2. Deloitte may terminate this Contract or performance of any part of the Services, upon written notice to you, if Deloitte determines that the performance of any part of the Services would be in conflict with law or sanctions, or independence or professional rules.

9.3. Any provisions of this Contract which by their nature, extend beyond the expiry or termination of this Contract shall survive such expiration or termination.

10. Miscellaneous

10.1. **Quality of service.** If, at any time, you believe our service to you could be improved or if you are dissatisfied with any aspect of the Services you should raise the matter with the partner responsible for providing the Services. If you

would prefer to discuss the matter with someone other than that partner, or if you wish to make a complaint, please call or write to our Managing Partner, Clients and Industries. We will investigate all complaints. You have the right to take any complaint up with the Institute of Chartered Accountants in England and Wales (the ICAEW). You may obtain an explanation of the mechanisms that operate in respect of a complaint to the ICAEW at <http://www.icaew.com/en/membership/regulations-standards-and-guidance/regulation-and-complaints> or by writing to the ICAEW at the Professional Standards Office, Level 1, Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.

- 10.2. **Managing disputes.** The parties will attempt to resolve any dispute or claim arising out of or in connection with this Contract promptly through negotiations between senior management within 60 days, failing which legal proceedings may be commenced in respect of the matter.
- 10.3. **Force majeure.** Other than a party's obligation to pay any Charges set out in the Contract, neither party will be liable for any delays or failures in performance or breach of contract due to events, causes or circumstances beyond the reasonable control of either party.
- 10.4. **Notices.** All notices hereunder shall be (i) in writing (including by email), (ii) delivered to the representatives of the parties at the addresses specified in the Contract (unless changed by either party upon written notice to the other party), and (iii) be deemed to have been received (a) at the time of delivery when delivered personally, (b) two business days if sent by first class or registered post, or (c) when sent if delivered to the recipient's correct address without any delivery error message when emailed.
- 10.5. **Subcontracting and assignment.** We may subcontract the provision of the Services or any part to any person including any Deloitte Party, but this will not affect Deloitte's responsibility for the Services. You agree not to bring any claim (whether in contract, tort, breach of statutory duty or otherwise) against any Deloitte Parties except Deloitte in respect of loss or damage suffered by you arising out of or in connection with this Contract or the Services. No third parties have any rights (including under the Contracts (Rights of Third Parties) Act 1999) to enforce any part of this Contract (which can be varied or terminated without any third party's consent). Neither party

may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, such consent not to be unreasonably withheld or delayed.

- 10.6. **Non-solicitation.** The parties agree that neither party will employ or engage any personnel of the other party who within 6 months of such action has been involved directly with the provision of the Services or has been otherwise directly connected with the Services. This provision shall not restrict the right of either party to hire personnel via a general recruitment campaign.
- 10.7. **Severance.** If any provision of this Contract is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of you and us set forth in this Contract.
- 10.8. **Compliance.** Each party will (i) comply with applicable anti-bribery laws; (ii) have and shall maintain in place throughout the term of this Contract proportionate policies and procedures, to allow compliance with applicable anti-bribery laws; and comply with applicable anti-money laundering laws.

Deloitte will not provide an individual to personally provide Services within the meaning of s61M ITEPA 2003, where that individual is engaged through an Intermediary. Deloitte warrants that it is not itself an Intermediary to which any of the conditions in s61N ITEPA 2003 apply. However, in exceptional circumstances, the parties may agree that an individual may be engaged to personally provide Services through an Intermediary. Where an individual providing the Services has been engaged by Deloitte through an Intermediary and the Buyer is required by relevant legislation to determine the employment status or deemed employment status of the individual concerned, the Buyer shall comply with the provisions of such legislation. The Buyer acknowledges that such legislative compliance shall include but not be limited to (i) determining employment status in the form of a Status Determination Statement ("**SDS**"), (ii) providing Deloitte and the individual with a copy of the SDS, (iii) responding promptly to any enquiries made by Deloitte or the individual about such SDS, (iv) taking reasonable care, and (v) meeting any applicable time limit. The Buyer accepts and agrees that where such legislation renders the Buyer and/or Deloitte liable for any tax and/or social security contributions in respect

of the Services in consequence of the Buyer's failure to comply with requirements of the legislation or any error made by the Buyer, Deloitte shall not be liable to compensate the Buyer for any such liability or part thereof, and the Buyer shall compensate Deloitte in full for any liability for which Deloitte is determined to be liable which arises in consequence of any such failure or error by the Buyer. Deloitte shall use reasonable endeavours to provide the Buyer with relevant information in its possession to assist the Buyer in making the SDS. Deloitte shall offer the Buyer such assistance in complying with its obligations under the legislation as is reasonable and necessary.

For the purpose of this clause 10.8, "**Intermediary**" means any entity within the meaning of Intermediary for the purposes of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**").

- 10.9. **Governing law and jurisdiction.** This Contract and the relationship between the parties is subject to and governed by and will be interpreted in accordance with English law. Any dispute arising on any basis from or under this Contract or the relationship between the parties will be subject to the exclusive jurisdiction of the Courts of England and Wales. Nothing in this Contract will prevent either party from bringing legal proceedings at any time in any jurisdiction to protect or enforce its legal rights in respect of any Intellectual Property Rights or Confidential Information (including but not limited to seeking an injunction).

Supplier Terms Part 3 – Implementation and Managed Services

These Implementation Services terms apply to elements of the G-Cloud 15 Service which relate to implementation and managed services.

1. Contract

- 1.1. The whole of the contract between the Buyer ("**you**") and the Supplier ("**Deloitte**" or "**we**") and the entire scope of the services to be provided to you (the "**Services**") is described in the Call-Off Contract and these Implementation Services terms (together the "**Contract**"). Nothing we discussed prior to your signature of the Order Form induced the Contract or forms part of it (including but not limited to any confidentiality agreements which, if any, you agree are terminated hereby) unless it is specifically set out in this Contract. The printed terms of any purchase order and other communications issued by you in connection with the Services will not apply unless accepted in writing by Deloitte. No-one is authorised to agree any variations in the Contract unless any variations are documented and agreed in writing between us.
- 1.2. If we have already started work then you agree that this Contract applies retrospectively from the start of our work.
- 1.3. The definitions set out in these Implementation Services terms and the Contract shall have the same meaning throughout this Contract. If there is a conflict between these Implementation Services terms and the Contract (except where the Order Form expressly modifies these Implementation Services terms), these Implementation Services terms govern.
- 1.4. If any provision of the Contract is determined to be illegal, void or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Contract but all other provisions together with the remainder of the affected provision shall remain in full force and effect.
- 1.5. For the purpose of this Contract, "**Deloitte Parties**" means all entities (including Deloitte and the UK limited liability partnership of Deloitte LLP) that are members of the Deloitte Touche Tohmatsu Limited ("DTTL") worldwide network and each of their subsidiaries, predecessors, successors and assignees, and all partners,

principals, members, owners, directors, employees and agents of all such entities. Deloitte LLP (which for these purposes includes reference to its subsidiaries) uses the word "partner" in respect of its members and certain of its senior employees in its dealings with you to describe, respectively, a member and senior employee of Deloitte LLP in their capacity as such. Deloitte LLP gives a number of its employees the title of "director", which denotes that they are senior employees and not that they hold the office of director for the purposes of the Companies Act 2006. A list of members of Deloitte LLP is available at the Companies House website.

Contracting Parties and Assignment

- 1.6. The Contract is between you and Deloitte. You agree that your relationship is solely with Deloitte as the entity contracting with you to provide the Services. Deloitte neither owes nor accepts any duty to any person other than you. Notwithstanding the fact that certain Services under the Contract may be carried out by personnel provided to Deloitte from other Deloitte Parties through service or other agreements, you agree that you will not bring any claim or proceedings of any nature (whether in contract, tort, including, but not limited to, a claim for negligence, breach of statutory duty or otherwise) in any way in respect of or in connection with this Contract against any of the Deloitte Parties (except Deloitte) or against any subcontractors that we may use to provide the Services as Deloitte remains responsible and liable to you for the acts or omissions of the Deloitte Parties and any subcontractors we use in relation to the Services. The foregoing exclusion does not apply to any liability, claim or proceeding founded on an allegation of fraud by any Deloitte Party or any subcontractor or other liability that cannot be excluded under English law.
- 1.7. This Contract does not make either of us an agent or legal representative of the other, nor does it create a partnership or joint venture. Deloitte in providing the Services is acting as an independent contractor.
- 1.8. Neither of us may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, except that we may assign the benefit of this Contract to any of the Deloitte Parties, including any successor to our business. Further, neither of us will directly nor indirectly agree to assign or transfer any claim against the other arising out of this Contract to any other person.

Third Party Rights

- 1.9. No person who is not a party to this Contract other than the Deloitte Parties and our subcontractors, if any, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 1.10. This Contract can be varied without any third party's consent.

2. Scope of Services

- 2.1. You engage Deloitte and Deloitte agrees to provide certain Services as set out in the Contract which shall include any and/or all of the following: (i) Design & Scoping Services (as defined in clause 3.1); (ii) Implementation Services (as defined in clause 4.1); and/or (iii) Managed Services (as defined in clause 6.1).
- 2.2. The Services will include the provision of certain software and/or system(s) (the "**Technical Deliverables**") and/or documentation (the "**Document Deliverables**") to be delivered under the Contract and each as further described in the Contract (together, the "**Deliverables**").
- 2.3. Any changes to the descriptions of the Services and/or the Deliverables set out in the Contract shall be effected as described by the Contract Variation procedure.
- 2.4. If any changes are made to the descriptions of the Services and/or the Deliverables pursuant to clause 2.3, you agree that the timetable for performance of the Services and/or delivery of the Deliverables and the Charges for the Services and/or Deliverables as described in the Contract shall be adjusted to the extent reasonably necessary to accommodate the agreed changes to the Services and/or the Deliverables.

3. Design & Scoping Services

- 3.1. Where specified in the Contract we will provide design and/or scoping services in respect of the planned implementation which may include (without limitation) any of the following activities (as further specified in the Contract): (i) scoping visits to inspect the Client's systems; (ii) meetings with the Client to identify requirements; (iii) reporting to the Client in respect of options for meeting the Client's requirements; and (iv) designing an appropriate system for the Client (the "**Design & Scoping Services**").

- 3.2. Any Document Deliverables produced pursuant to any Design & Scoping Services will be subject to acceptance in accordance with clause 5.7.

4. Implementation Services

- 4.1. We will provide certain development and/or implementation services ("**Implementation Services**") for the supply of certain Deliverables and/or third party software and related documentation, which Implementation Services shall be performed using one or a combination of both of the processes identified at clauses 4.2 and 4.3 below (as further described in the Contract).

Waterfall Development Processes

- 4.2. All Implementation Services to be performed under this Contract using the waterfall method (as selected in the Contract) shall be subject to the following:
 - 4.2.1 we will use reasonable efforts to perform the Implementation Services and provide to you the Deliverable(s) specified in the Contract in order to achieve any milestones that are identified in the Order Form as being "key" milestones ("**Key Milestones**") on the due dates specified in the Contract;
 - 4.2.2 if you fail to provide any required information, materials, access and/or assistance to us in a full and timely manner, we will, during the period of any resulting delays, be entitled to a proportionate extension of any milestone dates and to recover any reasonable additional costs incurred by us as a direct result of the delay, and we will not be liable for the delay;
 - 4.2.3 you will conduct all acceptance tests of the Technical Deliverables specified in the Contract as being subject to acceptance testing in accordance with clause 5 and at the times and as set out in the Contract; and
 - 4.2.4 any Document Deliverables produced will be subject to acceptance in accordance with clause 5.7.

Agile Development Processes

- 4.3. All Implementation Services to be performed under this Contract using an Agile development method (as specified in the Contract) shall be subject to the following:

- 4.3.1 we will perform the Implementation Services in order to develop the Deliverables in an iterative manner in accordance with an agreed Agile methodology and approach, as described in more detail in the Contract;
- 4.3.2 we will use reasonable efforts to supply the Deliverables to meet any Key Milestones referred to in the release plan agreed with you after the discovery phase in accordance with the process described in the Contract;
- 4.3.3 if you fail to cooperate with us as required by the Agile methodology or provide any required information, materials, access and/or assistance to us in a full and timely manner, we will, during the period of any resulting delays, be entitled to a proportionate extension to the project plan and to recover any reasonable additional costs incurred by us as a direct result of the delay, and we will not be liable for the delay;
- 4.3.4 where it is specified in the Contract that a certain set of Technical Deliverables to be delivered following a series of "sprints" is subject to acceptance testing, you will conduct the acceptance tests of the relevant Technical Deliverables in accordance with clause 5 and as set out in the Contract;
- 4.3.5 except as set out in clause 4.3.4 above, your acceptance of the Technical Deliverables following the completion of a "sprint" shall be a full and final acceptance and shall not be subject to the acceptance of the Technical Deliverables in any subsequent "sprint" process; and
- 4.3.6 any Document Deliverables produced will be subject to acceptance in accordance with clause 5.7.

Models

- 4.4. In the course of providing the Services, we may make reference to spreadsheets and computer models that you may provide to us or ask us to rely upon ("Your Models") or that we may have developed or used in connection with the Services ("Our Models"). All models have limits and may not produce valid results for all possible combinations of input data, errors and potential

errors may thus go unnoticed. Unless otherwise expressly agreed in the Order Form:

(a) we will not be responsible for reviewing, testing or detecting any errors in any of Your Models; and

(b) we will not provide you with a copy of Our Models for your use.

In exceptional cases it may be expedient for us to provide you for your convenience with a copy of one or more of Our Models by way of explanation or illustration of our Services or related advice. Where we agree to do so, any such Model will have been developed solely for our internal use and incidental to our providing the Services and advice during the engagement rather than being a Deliverable of itself.

Consequently, without in anyway qualifying the Services and Deliverables pursuant to this Contract, in providing you with any of Our Models, we make no representation, warranty or undertaking (express or implied) in relation to and take no responsibility for the accuracy, suitability, adequacy, completeness or reasonableness of any of our Models for your own use. Prior to manipulating or placing any reliance on any models (Our Models or Your Models) you are advised to carry out appropriate checks upon them.

Governance

- 4.5. During the course of provision of the Implementation Services, the parties' respective representative as identified in the Contract shall meet at least once per week, or such other frequency as may be set out in the Contract, to discuss the progress of the Implementation Services and any issues arising.

5. Testing & Acceptance

- 5.1. You shall carry out acceptance testing on the Technical Deliverables as described in clauses 4.2.3 or 4.2.4 above in accordance with the processes described in the Contract in order to test the compliance of the relevant Technical Deliverable(s) with the acceptance criteria for each Technical Deliverable (the "**Acceptance Criteria**").
- 5.2. The parties will agree the Acceptance Criteria for each acceptance test prior to the relevant date specified in the Contract.
- 5.3. You shall provide to us an acceptance certificate substantially in the form provided by us ("**Acceptance Certificate**") as soon as any Technical Deliverable has successfully completed

an acceptance test by achieving the Acceptance Criteria. Such Acceptance Certificate shall be provided by you to us within 5 business days of the successful conclusion of any acceptance test. If we have not received notice from you of the unsuccessful conclusion of the relevant acceptance test within 5 business days of the end of the relevant test or if you make live operational use of the relevant Technical Deliverable(s), such Technical Deliverable(s) will be deemed accepted by you (and the relevant Services completed).

5.4. Subject to clause 5.6, if any acceptance test demonstrates that any Technical Deliverable(s) materially fails to satisfy the relevant Acceptance Criteria, you may require us to correct the Technical Deliverable(s) and to make them available to you within a reasonable time for you to re-perform the acceptance tests on the corrected Technical Deliverable(s). For the avoidance of doubt, the re-performed tests shall be to meet the same Acceptance Criteria as the original tests. We shall carry out such correction activities at no additional charge to you.

5.5. If a re-performed acceptance test carried out in accordance with clause 5.4 does not satisfy the Acceptance Criteria, your exclusive remedy and our sole liability shall be, at your option and acting reasonably, to:

5.5.1 require us, within such reasonable period as is agreed between us and at no additional charge to you, to correct the Technical Deliverable(s) and to make them available for you to perform a further repetition of the acceptance tests on the corrected Technical Deliverable(s); or

5.5.2 reject any of the Technical Deliverables that materially fail to achieve the Acceptance Criteria, to accept the remaining Technical Deliverables and to pay the Charges that relate to the work performed.

5.6. If any failure of a Technical Deliverable to achieve an Acceptance Criteria is as a result of an act and/or omission attributed to yourselves and/or a third party, we shall at our reasonable discretion use reasonable endeavours to provide assistance to you subject always to you reimbursing us at our time and materials fee rates.

5.7. In respect of any Document Deliverables, you shall provide to us an Acceptance Certificate as soon as

the relevant Document Deliverable has been successfully completed and delivered in accordance with the Contract. Such Acceptance Certificate shall be provided by you to us within 5 business days of the successful completion and delivery of the Document Deliverable. If we have not received notice from you within 5 business days of delivery the Document Deliverable will be deemed accepted by you. Such Document Deliverables will not be subject to acceptance testing in accordance with clauses 5.1 to 5.6 above. If you notify us within 5 business days that the Document Deliverable materially fails to meet the specification set out in the Contract, your exclusive remedy and our sole liability shall be, at your option and acting reasonably, to:

5.7.1 require us, within such reasonable period of time as is agreed between us and at no additional charge to you, to correct or revise the Document Deliverable(s) and to deliver them to you again; or

5.7.2 reject any of the Document Deliverables that materially fail to meet the specification set out in the Contract, to accept the remaining Document Deliverables and to pay the Charges that relate to the work performed.

6. Managed Services

6.1. Where specified in the Contract we will: (i) host the software implemented pursuant to the Implementation Services on our own hosting environment or through a third party hosting or cloud services provider as specified in the Contract (the "**Hosting Services**"); and (ii) provide support and maintenance services for the hosted software (as further described in the Contract) (the "**Support and Maintenance Services**"). The Hosting Services and Support and Maintenance Services shall together be referred to as the managed services (the "**Managed Services**"). If the provision by us of Managed Services is specified in the Contract this clause 6 shall apply to the provision of such Managed Services. Otherwise, this clause 6 shall be of no effect between the parties.

Hosting Services

6.2. From the relevant date specified in the Contract or from such date as is agreed between us and for the remainder of the term of this Contract, we will provide the Hosting Services and give access to those authorised internal users and end users as

further specified in the Contract ("**Authorised Users**") who are entitled to access and use the Deliverables through the Hosting Services; provided always that such access and use shall be subject to the restrictions on use of the Deliverables set out in clauses 8.14, 8.15 and 8.16.

- 6.3. Where access is limited to certain named Authorised Users in accordance with the Contract, you will provide to us details of the identity of the relevant Authorised Users prior to the commencement of the provision of Hosting Services and throughout the Hosting Services provision period.
- 6.4. We may audit the use of the Hosting Services by the Authorised Users following reasonable notice from us. Such audit may be conducted no more than once per **year**, at our expense, in a manner so as to not substantially interfere with your normal conduct of business. If any such audit reveals that individuals who are not Authorised Users are accessing the Hosting Services, and without prejudice to our other rights, you will at our request promptly disable access by such individuals and shall promptly pay the relevant Charges for such individual's use of the Hosting Services.
- 6.5. In relation to the provision of the Hosting Services:
 - 6.5.1 we hereby grant to you on and subject to the terms and conditions of the Contract a non-exclusive, non-transferable licence to allow Authorised Users to access and use the Deliverables through the Hosting Services solely for your business purposes;
 - 6.5.2 you will not store, distribute or transmit any virus, or any material through the Hosting Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, discriminatory or facilitates illegal activity;
 - 6.5.3 the rights provided under this clause 6.5 are granted to you only and, unless otherwise specified in the Contract, shall not be considered granted to any of your subsidiaries or your holding company; and
 - 6.5.4 you will use reasonable endeavours to prevent any unauthorised access to, or use of, the Deliverables through the

Hosting Services and notify us promptly of any such unauthorised access or use.

Support and Maintenance Services

- 6.6. From the relevant date specified in the Contract or from such date as is agreed between us and for the remainder of the term of this Contract we will provide you with the Support and Maintenance Services.
- 6.7. Where specified under the Contract and as further described therein, we will provide technical support services in respect of the hosted software.
- 6.8. Your personnel named as support representatives in the Contract (or as notified to us in writing from time to time) shall be authorised to contact us for technical support services.
- 6.9. When we wish to carry out any maintenance to the Hosting Services (other than emergency maintenance), we will ensure that: (a) the timing of the planned maintenance is in accordance with the requirements of an agreed maintenance schedule (the "**Maintenance Schedule**") or is as otherwise jointly agreed in writing with your authorised representative at least 10 business days in advance; (b) the planned maintenance (which shall be known as "**Permitted Maintenance**") is forthwith entered onto the agreed Maintenance Schedule; and (c) the Permitted Maintenance is subsequently carried out in accordance with the Maintenance Schedule.
- 6.10. Service downtime arising due to Permitted Maintenance that is carried out by us will be subtracted from the total number of hours in the relevant calendar month (or such other period as may be described in the Contract) in which the Service is being provided ("**Service Period**") when calculating "Availability" (as this term may be defined in the Contract).
- 6.11. We will carry out any emergency maintenance where we reasonably suspect that the Hosting Services or any part thereof has or may have developed a fault. Any such emergency maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the Hosting Services.

Service Levels and Credits

- 6.12. We will use reasonable efforts to provide the Managed Services to meet or exceed any applicable service levels as expressly agreed

between the parties in the Contract (the "**Service Levels**").

- 6.13. We will monitor our performance of the Managed Services by reference to the Service Level(s) and each quarter will send you a report detailing the level of service which was achieved in the preceding service period ("**Service Period**"), unless otherwise agreed in the Order Form.
- 6.14. If there is a material failure to deliver the Managed Services in accordance with the Service Levels ("**Service Failure**") or if we believe that there will be such a Service Failure, we will notify you as soon as reasonably practicable and carry out emergency maintenance where appropriate in accordance with clause 6.11.

Governance

- 6.15. During the course of provision of the Managed Services, the parties' designated representatives shall meet at least once per quarter, or such other frequency as may be set out in the Contract, to discuss the delivery of the Managed Services and any issues arising.

7. Your Responsibilities

- 7.1. You are responsible for determining that the specification of the Deliverables and the scope of the Services is appropriate for your needs.
- 7.2. Our performance of the Services, our supply of the Deliverables, the timetable, the level of our Charges (as defined in clause 13.1) and any fee estimates each depend on the accuracy and completeness of any assumptions set out in the Contract and your performing your obligations under the Contract. Please tell us if you believe any of these assumptions are unrealistic for any reason.
- 7.3. You will give us all the information that is necessary for the performance of the Services. In this context, you agree we shall not be treated as being on notice of (1) information given to us in the course of previous engagements or (2) information posted on an internal or external web site or other electronic data sharing forum. Accordingly, other than as set out in the Contract, all information that is relevant to the Services must be given directly to the Deloitte personnel providing the Services even if the same information has been given to us previously in the course of a different contract or engagement. Please note that, other than as set out in the

Contract, we will not audit or otherwise test or verify the information provided to us in the course of the Services. You agree that we shall be entitled to rely on all information provided to us and on your decisions and approvals in connection with our Services and to assume that all such information provided to us from whatever sources is true, complete and not misleading. We will not be responsible for the consequences should any of the information provided to us in the course of the Services not be complete, accurate or current.

- 7.4. Where needed to assist us in performing the Services, you will (i) take decisions and obtain management approvals promptly; (ii) give us full and prompt access to your people, premises and (subject to clause 15) data and systems and those of your affiliates and to your other advisers associated with the engagement, together with all necessary administrative support, and will be responsible for the accuracy and completeness and any migration of your data; (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties, our personnel and any subcontractors). You also agree to keep us promptly informed of any proposals or developments in your business relevant to the Services.
- 7.5. Our role is to provide you with IT services relating to the operation of your business. You agree that you remain solely responsible for managing all aspects of your business, for taking all decisions and operating all accounting, internal control or management information systems. This includes applying your independent business judgement to evaluate any advice or recommendations that we give you. You will be responsible for deciding whether our advice or recommendations make sense in the context of your business, and whether you wish to rely on, implement or act on them, including the actions necessary to realise any expected benefits.
- 7.6. Where you are using third parties to provide information, materials or other assistance in support of the Services, or you are employing other suppliers whose work may affect our ability to deliver the Services, you will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.
- 7.7. You will ensure that the system on which the Deliverables are hosted (where we do not provide Hosting Services) has sufficient volume and is of an appropriate specification to enable the

Deliverables to operate at acceptable performance levels. You acknowledge that, unless specifically stated in the Contract, we do not provide advice or guidance on the appropriate size and/or characteristics of system on which the Deliverables are hosted.

- 7.8. You will be responsible for the quality of the data that is to be put into the systems on which the Deliverables will operate. We will not have any obligation to review or ensure the quality of such data or its fitness for purpose for the operation of the Deliverables, unless such services are specifically included within the scope of the Implementation Services described in the Contract.
- 7.9. You will retain responsibility for any loss or corruption of data (where we do not provide Hosting Services).
- 7.10. Where we provide Hosting Services, you will ensure that no viruses are introduced into the system on which the Deliverables will operate and you undertake not to use the system for illegal purposes.
- 7.11. You will be responsible for paying the Charges in accordance with this Contract.
- 7.12. Where in accordance with clause 2.2 below Deloitte has notified the Client that an individual providing the Services has been engaged by Deloitte through an Intermediary of the individual or where the Client is otherwise aware without such notification that an individual providing the Services is engaged by Deloitte through such an Intermediary, and the Client is required by relevant legislation to determine the employment status or deemed employment status of the individual concerned, the Client shall comply with the provisions of such legislation. The Client acknowledges that such legislative compliance shall include but not be limited to (i) determining employment status in the form of a Status Determination Statement ("SDS"), (ii) providing Deloitte and the individual with a copy of the SDS, (iii) responding promptly to any enquiries made by Deloitte or the individual about such SDS, (iv) taking reasonable care, and (v) meeting any applicable time limit. The Client accepts and agrees that where such legislation renders the Client and/or Deloitte liable for any tax and/or social security contributions in respect of the Services in consequence of the Client's failure to comply with requirements of the legislation or any error made by the Client, Deloitte shall not be

liable to compensate the Client for any such liability or part thereof, and the Client shall compensate Deloitte in full for any liability for which Deloitte is determined to be liable which arises in consequence of any such failure or error by the Client.

- 7.13. Deloitte shall notify the Client when an individual providing the Services is engaged by Deloitte through an Intermediary if, in Deloitte's reasonable opinion, this requires the Client under the relevant legislation to determine the employment status or deemed employment status of the individual concerned. Deloitte shall use reasonable endeavours to provide the Client with relevant information in its possession to assist the Client in making the SDS. Deloitte shall offer the Client such assistance in complying with its obligations under the legislation as is reasonable and necessary. **"Intermediary"** means any UK entity within the meaning of Intermediary for the purposes of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.

8. Responsibilities To Each Other

Confidentiality

- 8.1. Each party agrees where it is in possession of information about the other that is by its nature confidential, or is designated as such (whether in writing or orally), including this Contract ("**Confidential Information**"), we each undertake to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Deliverables and Services; and (iii) not to disclose it to any other person without the other's prior written consent. These undertakings will not apply to any information that is or becomes generally publicly available for reasons not due to the recipient's default, was possessed without any obligation of confidence prior to the commencement of the Services (or prior to being designated as Confidential Information), or is lawfully acquired from a third party who is under no obligation of confidence, or which is or has been independently developed by the recipient.
- 8.2. Nothing in this Contract will prevent either party from being entitled to disclose Confidential Information to its legal advisors, to protect its own legitimate interests and to comply with any legal, professional or regulatory requirement. You agree to pay any reasonable costs we may incur where we are required to provide information or assistance in connection with any proceedings or regulatory process to which you are a party but

we are not otherwise a party, provided that we notify you promptly and, where reasonably or legally possible, prior to disclosure.

- 8.3. You agree that we may share your Confidential Information with any Deloitte Party and any subcontractors we use to provide the Services (and more generally to those contractors providing administrative, infrastructure and other support services to us) in each case, whether located within or outside of the United Kingdom on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Contract.
- 8.4. When offering our services to others we may disclose to them that we have acted for you unless you instruct us to the contrary.
- 8.5. Nothing in this Contract will prevent or restrict any Deloitte Party from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience and skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in clause 8.1 even if those other clients' interests are in competition with your own. Equally, you agree that to the extent that we possess information obtained under an obligation of confidentiality to another client or other third party, we are not obliged to disclose it to you or make use of it for your benefit, however relevant it may be to the Services.

Conflicts of Interest

- 8.6. It is our practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. Deloitte Parties provide many different professional services to clients and we cannot be certain that we will identify promptly all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become, aware.

Electronic Communications

- 8.7. We each agree that where appropriate we may communicate with each other electronically over the internet (including by way of e-mail). Our personnel will also need access to our own systems and data. To the extent that our personnel are required under the Contract to perform Services at your premises, you agree that you will (at your discretion) allow our personnel to use a Deloitte Local Area Network at your premises and/or provide our personnel with

analogue dial-up connections or an Ethernet connection to allow our hardware (typically Deloitte's laptop computers used by members of the engagement team) to connect to our network via your internet communications facilities. You further, acknowledge that in order for our personnel to operate effectively and efficiently from your premises they may require access to your electronic data and also to your internet communications facilities for the purpose of the provision of the Services. We will only access your internal networks, applications, data or other systems through the terminal hardware or software you make available to us for that purpose.

- 8.8. Access to your systems by our personnel will be subject to such conditions as you at your sole discretion consider necessary to protect the security and integrity of your data and systems. We each recognise that the internet is inherently insecure; that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, electronic communications and the internet are prone to contamination by viruses. We each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and neither of us will be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of electronic data (including e-mail) or the internet as a form of communication or from our personnel's access to your networks, applications, data or other systems. Nothing in this clause shall exclude any liability arising from the negligent addressing of an e-mail.

Personnel

- 8.9. Each party will be responsible for ensuring that its staff involved with the provision and receipt of the Services have the appropriate skills and experience. Whilst Deloitte shall attempt to comply with the Client's request for specific individuals, the appointment of all personnel to perform the Services and the nature and duration of their assignment shall be made as Deloitte considers appropriate.
- 8.10. Either party may request at any time the removal of (and the requested party will remove as soon as reasonably practicable) any person assigned by the other party to perform any tasks in relation to the Services where the requesting party (i) reasonably believes such person is not adequately qualified to perform such tasks or is incompetent;

and (ii) has previously provided the other party with prior written notice of the problem and a reasonable opportunity to remedy the situation and the problem has not been remedied.

- 8.11. We each agree not to offer employment to or solicit the other's personnel who within 6 months of such action have been involved directly in the Services or otherwise connected to this Contract (except where an individual responds directly to a general recruitment campaign) nor knowingly use the services of any such personnel (either directly or via a third party) for a period of 6 months from the date that the individual concerned ceases to be permanently involved with the Services.

Disclosure of tax arrangements

- 8.12. Notwithstanding any other term of this Contract, there are no restrictions on your disclosure (for example, in discussion with tax authorities) of the details of any arrangement which could result in a tax (including social security) saving, or on the tax analysis of such arrangements, on the basis that no party to whom disclosure is made relying on this clause is entitled to rely on those details for any purpose whatsoever.

Data Protection

- 8.13. Each party shall comply with their respective obligations with regards to Personal Data contained in the Contract.

Use of Deliverables

- 8.14. Subject to clause 8.15 below, the Deliverables and any other advice we provide to you are for your exclusive use and should be used solely for the purpose described in the Contract. They must not be used for any other purpose, recited or referred to in any document, copied or made available (in whole or in part) to any other person without our prior written express consent. You acknowledge that were you to do so (and without limitation) this could expose us to a risk that a third party who otherwise would not have access to the Deliverable might claim to have relied upon the Deliverable to its detriment and might bring or threaten to bring an action, claim or proceedings against us.

- 8.15. Notwithstanding clause 8.14 above, you may disclose the Deliverables to your directors, officers and employees, to your Affiliates and their respective directors, officers and employees and to your legal advisers on a need to know basis in connection with the matters concerned with our engagement, provided you take reasonable steps to ensure that such parties understand and accept that (a) the Deliverables are confidential and

except required by law, court order or regulatory authority, must not be disclosed to any other party without our prior written consent, (b) in respect of Personal Data, they are required to comply with applicable data protection law and regulation, (c) the Deliverables are provided for their information (but without creating any duty or liability to them on our part) solely for the purpose of advising you in connection with the matters concerned with our engagement and must not be used by any other purpose, and (d) if they place reliance on the Deliverables they will do so at their own risk and have no recourse to the Deloitte Parties. "Affiliate" shall mean any entity which is controlling, controlled by, or under common control with Client.

- 8.16. Except as expressly provided by the Order Form, no person other than you may rely on the Deliverables and/or information derived from them and we accept no responsibility to any other person to whom the Deliverables are shown or into whose hands they may come.

Post Date Events

- 8.17. The advice and/or Deliverables will be based on the information provided to us, the circumstances existing at the time of preparation of the advice and/or Deliverables and Deloitte's understanding of the relevant legislation, case law and practice as at the time of issue of the advice and/or Deliverables. Any subsequent changes in such information, circumstances and law and practice may therefore affect Deloitte's conclusions. Deloitte has no responsibility either (i) to update any advice and/or Deliverable for events or changes occurring after delivery of the Deliverables in their final form, or (ii) to monitor the continuing relevance or suitability of the advice and/or Deliverable for the purposes for which it was delivered.

9. Ownership and Intellectual Property

- 9.1. For the purposes of this clause 9, the following definitions shall apply:

"Background IPR" means the Buyer Background IPR and/or Deloitte Background IPR (as the context requires); **"Buyer Background IPR"** means any IPR owned by or licensed to you before the date of the relevant Order Form for this Contract and/or IPR created by or licensed to you independently of this Contract;

"Buyer Software" means software which is owned by or licensed to you, including software which is or will be used by us for the purposes of

providing the Services but excluding Deloitte Software;

"Deloitte Background IPR" means IPR owned by us or licensed to us before the date of the relevant Order Form for this Contract. For example, the IPR subsisting in our standard development tools, programme components or standard code used in computer programming or in physical or electronic media containing our know-how or generic business methodologies and/or IPR created by us independently of this Contract;

"Deloitte Software" means software which is proprietary to us, which is or will be used by us for the purposes of providing the Services;

"IPR" means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

- 9.2. Save as granted under this Contract, neither party shall acquire any right, title or interest in the other party's (including any affiliates and/or subsidiaries) Background IPR.
- 9.3. All title rights in any improvement, enhancement, developments and/or derivative works on Background IPR during the term of this Contract, shall remain vested in the party that had title in the IPR prior to the improvement, enhancement, developments and/or derivative works.
- 9.4. Unless as otherwise stated in the Contract, and contingent upon your full payment of all sums due to us for the Services and acceptance of the Deliverables, you will be the sole and exclusive owner of all IPR in any Deliverables which we create in the course of performance of the Services; provided however that such ownership is and shall continue to be subject to our underlying ownership interest in and to all of the Deloitte Background IPR used in creating the Deliverables; and provided that nothing herein shall prevent us and our personnel from reusing any know how acquired in the course of delivering the Services. Accordingly we: (i) hereby assign and shall ensure that our personnel assign absolutely for the full period of such IPR and all possible renewals, reversions, revivals and extensions thereof (and thereafter insofar as may

be or become possible) all IPR arising in any Deliverables, excluding the Deloitte Background IPR, to you by way of present assignment of future IPR; (ii) will, and will ensure that our personnel will, waive all moral rights arising from any such original material so far as we and our personnel may lawfully do so in favour of you; (iii) will do nothing (whether by omission or commission) during the Contract or at any time thereafter to affect or imperil the validity of any IPR obtained, applied for or to be applied for by you.

- 9.5. The parties agree that neither of us will use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent.

- 9.6. Neither party shall acquire any right, title or interest in any third party IPR.

Licences granted by us

- 9.7. We hereby grant you a non-exclusive, perpetual, non-transferable licence to use, reproduce, distribute and modify the Deliverables and any Deloitte Background IPR contained in the Deliverables for your internal business purposes only. This licence is contingent upon your full payment of all sums due to us for the Services and acceptance of the Deliverables.
- 9.8. The licences granted by us pursuant to clause 9.7 shall not permit you to sub-licence and/or assign any benefit and/or burden of such licences without our express written consent or to adapt, reverse engineer, decompile, disassemble, or modify Deloitte Background IPR, unless as permitted by law or with our express written consent.
- 9.9. In the event of a termination or expiry of the Contract, where there are any Deloitte Background IPR contained in a Deliverable, the parties shall prior to the date of termination or expiry meet to agree on the basis that we will continue to licence our Deloitte Background IPR to you.

Licences granted by you

- 9.10. You hereby grant to us and the other Deloitte Parties a perpetual, non-exclusive, worldwide, royalty free licence to use, licence and otherwise commercially exploit any software, content or materials included in or constituting Deliverables in which you own the IPR for our business purposes.

9.11. The licence granted in clause 9.7 includes the right to grant sub-licences to any other Deloitte Parties and our sub-contractors provided that any relevant sub-contractor has entered a confidentiality undertaking with us and any such sub-licence is granted solely to the extent necessary for performing the Services in accordance with the Contract.

Third party licences

9.12. You will be responsible for the licensing arrangements for any proprietary third party software packages ("**Third Party Software**") and related documentation (including any modifications, enhancements or derivatives and any third party data) used in the provision of the Services, either through you obtaining the licence directly from the relevant third party or through a grant of a licence or a sub-licence to you by us. Where we grant a licence to you, we shall (subject to the terms of the licence), grant a licence to you based on the relevant licence terms and/or additional use and access terms required by the licensor including as detailed in "Supplier Terms Part 5 Appendix – Vendor Terms" or as otherwise set out in the Order Form. Any such licence and/or sub-licence granted by us shall be provided solely as set out in the third party licence terms and, to the extent permitted by law, without any further express or implied warranties of any kind. Unless specified to the contrary in the Contract, the provision of any Third Party Software shall be outside the scope of the Implementation Services and shall be regarded as Client provided items for the purposes of this Contract. You shall be responsible for obtaining all necessary licences in connection with any Third Party Software, documentation or data provided by you to us for the purposes of performing the Services. Unless expressly agreed otherwise in the Contract, we provide no warranty, indemnity or support of or in relation to such Third Party Software. All such rights and obligations are a matter strictly between you and the relevant third party licensor(s).

Open source software

9.13. Where specified in the Contract, we shall provide you with certain open source software as listed in the Contract ("**Open Source Software**"). You acknowledge that the Open Source Software is subject to various rights and restrictions in favour of or imposed by the licensors thereof and that your use of the Open Source Software is subject to all such rights and restrictions. We provide no warranty, indemnity or support of or in relation to such Open Source Software, provided, however,

that we shall pass through to you any warranty that we receive in respect of the Open Source Software.

9.14. You shall be responsible for obtaining all necessary licences in connection with any third party software, documentation or data provided by you to us for the purposes of performing the Services.

10. IPR Claims

10.1. We will be liable (subject to the limitations on liability in clause 12) to you for your reasonable costs and damages awarded by a court of competent jurisdiction under any final judgement or agreed by us in writing in final settlement arising out of a claim that any Deliverables infringe any copyright, database right, trade secrets or trade mark of a third party (a "**Deloitte IPR Claim**") provided that, in relation to that Deloitte IPR Claim, you comply with your obligations under clause 10.3.

10.2. We will not be liable pursuant to clause 10.1 where a Deloitte IPR Claim arises as a result of:

- 10.2.1 a breach of this Contract by you;
- 10.2.2 any modification of the Deliverables by persons other than by us;
- 10.2.3 designs, specifications, instructions or other information provided by or at your direction;
- 10.2.4 use of the Deliverables in combination with any items not supplied by us where there would be no infringement without such combination;
- 10.2.5 use of the Deliverables in a manner not permitted or contemplated by the Contract; and
- 10.2.6 your refusal to use any modified or replacement Deliverable supplied or offered to be supplied pursuant to clause 10.4.

10.3. The liability in clause 10.1 is contingent upon: (i) you promptly notifying us in writing of any Deloitte IPR Claim and not making any prejudicial statement; (ii) we being allowed to control the defence and settlement of such Claim; and (iii) you co-operating with all our reasonable requests in defending or settling the Deloitte IPR Claim.

10.4. If at any time an allegation of infringement of any third party rights is made, or in our opinion is likely to be made in respect of any Deliverable, we may at our expense and option either: (i) obtain for you

the right to continue using such Deliverable or (ii) modify or replace the Deliverable to avoid infringement.

- 10.5. You will be liable (subject to the limitations on liability in clause 12) to us for our reasonable costs and damages arising out of any use of the Deliverables in breach of clause 9 or any claim that any Client provided items infringe any copyright, database right, trade secrets or trade mark of a third party (a "**Client IPR Claim**") provided that, in relation to any such Client IPR Claim, we shall (i) promptly notify you in writing of such Client IPR Claim and not make any prejudicial statement; (ii) allow you to control the defence and settlement of such Client IPR Claim; and (iii) co-operate with all your reasonable requests in defending or settling the Client IPR Claim.

11 Warranties

- 11.1. We warrant that we will perform the Services with reasonable care and skill. Our obligation and sole and exclusive remedy for any breach of this warranty is that we will re-perform any non-conforming Services as soon as reasonably practical, provided that you give us written notice of any breach within 30 days after the non-conforming Services are performed. We will have no other liability for any breach of the warranty in this clause 11.1 if we re-perform the non-conforming Services in compliance with such warranty.
- 11.2. We warrant that any Technical Deliverables will, for the period of 30 days from acceptance of the relevant Technical Deliverables pursuant to clauses 5.1 to 5.6 or such other period as may be set out in the Contract (the "**Warranty Period**") perform:
- 11.2.1 in the case of Technical Deliverables developed pursuant to the waterfall methodology (as set out in clause 4.2) materially in accordance with the specifications described in the relevant documentation agreed between us during the requirement gathering phase prior to the development of the software when operated properly and in the manner specified in the relevant specification; and
- 11.2.2 in the case of Technical Deliverables developed pursuant to an agile methodology (as set out in clause 4.3) materially in accordance with the

specifications described in the relevant descriptive documentation agreed between us following the completion of the relevant "sprint" when operated properly and in the manner specified in the relevant specification.

- 11.3. In the event of any non-compliance with the warranty set out in clause 11.2 which is notified to us during the Warranty Period we shall use our reasonable efforts to remedy the warranty non-compliance within a reasonable period.
- 11.4. If we undertake the diagnosis of any issue raised during the Warranty Period and it is discovered after the diagnosis by us that such issue was not caused by our act and/or omission and/or where the issue is not related to our Technical Deliverables, we shall be entitled charge for such diagnosis activities at our time and materials fee rates.
- 11.5. The foregoing warranties do not make any warranty that the operation of any software (including third party software) provided by us and any media upon which the software and software documentation are stored and produced will be uninterrupted or error free.
- 11.6. We do not warrant any Document Deliverables following acceptance of such Document Deliverables pursuant to clause 5.7.
- 11.7. The express representations, warranties and obligations of Deloitte in this Contract are made expressly in place of and to the exclusion (to the fullest extent permitted by law) of all other representations, warranties, terms and conditions, express or implied, statutory or otherwise, relating to any thing supplied or to be supplied and services provided or services to be provided by or on behalf of Deloitte under or in connection with this Contract including without limitation any implied terms as to performance, fitness for a particular purpose, satisfactory quality or otherwise relating to the Services and Deliverables or any part, and are subject to the limitations on liability referred to in this Contract.

12 Limitation of Liability

- 12.1. Nothing in the Contract shall exclude, restrict or prevent a claim being brought in respect of any liability arising from death or personal injury resulting from negligence, fraud or other liabilities which cannot lawfully be limited or excluded.

12.2. You agree that we will not be liable to you for any loss, damage, cost, charge, expense or other liability of whatever nature and howsoever caused arising under or in connection with the Contract and including interest (together "**Losses**") unless and then only to the extent that such Losses are finally determined to have resulted from our breach of contract or negligence, subject always to the following provisions:

12.2.1 We will not be liable for any Losses arising out of any use of the Deliverables or Services for a purpose other than set out in the Contract.

12.2.2 We will not be liable for Losses to the extent such Losses arise from the acts or omissions of any person other than us or any other Deloitte Party or any subcontractor we may use to provide the Services.

12.2.3 We will not be liable for Losses arising as a result of the provision of false, misleading, inaccurate or incomplete information or documentation by, or the withholding or concealment or misrepresentation of information or documentation by, any person other than the Deloitte Parties unless and then only to the extent that detection of such defect in the information or documentation or such withholding, concealment or misrepresentation should reasonably have been expected because it was evident without further enquiry from the information or documentation provided to us and was expressly required to be considered by us pursuant to the provision of the Services.

12.2.4 Any liability which we may have to you under or in connection with this Contract for Losses suffered by you, your affiliates or any of your subcontractors shall (so far as is permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of responsibility for the Losses of us, you, (including your directors, officers, employees or agents), and any person other than us who is jointly or severally liable to you for all or part of the same Losses, provided always that our liability to you shall not under any circumstances exceed in aggregate the amount set out in

clause 12.2.5 below. Any limitation or exclusion or restriction on the liability of any such other person under any jurisdiction, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall be ignored for the purposes of determining whether that other person is liable to you and the extent of responsibility of that other person to you.

12.2.5 Subject to clause 12.1, Deloitte's total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise for any and all Losses arising from or in any way in connection with this Contract shall be limited to:

- a) in respect of the provision by us of the Design & Scoping Services an aggregate amount of a) £1,000,000 (one million pounds sterling) or, if greater b) an amount equal to 125% of the fees paid by you to Deloitte for the Design & Scoping Services at the date of breach; and
- b) in respect of the provision by us of the Implementation Services an aggregate amount of a) £1,000,000 (one million pounds sterling) or, if greater b) an amount equal to 125% of the fees paid by you to Deloitte for the Implementation Services at the date of breach; and
- c) in respect of the provision by us of any Managed Services an aggregate amount in each successive 12 months period from the date of commencement of the provision by us of any Managed Services the greater of a) £100,000 (one hundred thousand pounds sterling) or, if greater b) an amount equal to 125% of the fees by you in the preceding 12 month period for the provision of the Managed Services at the date of breach.

12.2.6 For the avoidance of doubt where there are multiple Order Forms, the liability cap shall be related to the fees paid under the Order Form that the breach occurred.

12.2.7 The limitation of liability set out in clause 12.2.5 shall not apply in respect of any liability which may arise under clause 10 (IPR Claims).

12.2.8 In no event shall we be liable, whether in contract, tort (including, without limitation, negligence), under statute or otherwise for: (i) loss or damage incurred as a result of third party claims; (ii) loss of profit, goodwill, business opportunity or anticipated savings, loss of or corruption to data, loss of revenues or wasted management or staff time; or (iii) incidental, special, punitive, exemplary, indirect or consequential loss or damage; (together "**Excluded Losses**") which you may suffer, howsoever caused and whether or not you or we knew, or ought to have known, that the Excluded Losses would be likely to be suffered by you.

12.3. Unless and then only to the extent they have been finally and judicially determined (including the conclusion of any appeal) to have been caused by the fraud of any of the Deloitte Parties, you agree to indemnify and hold harmless the Deloitte Parties against all Losses which they incur in the defence and settlement (including meeting any judicially determined award of damages) of any demand, action, claim or proceeding (a "**Claim**") brought by any third party in any way arising in connection with this Contract whether or not such Claim is founded upon an allegation of our negligence.

12.4. Any claim or action brought by you under, arising from or in any way in connection with the Contract must be brought within 24 months of the cause of action arising.

13 Charges And Payment

13.1. We will render invoices in respect of the Services comprising our charges, fees, out-of-pocket expenses and any charges of specialists, subcontractors and advisers, plus applicable taxes including VAT (together our "**Charges**"). These will be in accordance with the arrangements set out in the Contract.

13.2. Unless otherwise specified in the Contract, we will invoice our Charges: (i) monthly in arrears in respect of any Design & Scoping Services, and we will issue a final invoice to you on completion of the Design & Scoping Services; (ii) monthly in

arrears in respect of the Implementation Services, and we will issue a final invoice to you on completion of the Implementation Services; (iii) quarterly in advance in respect of any Managed Services. These invoices are due for settlement within 14 days of receipt ("**Due Date**"). You agree that we are entitled to charge you interest on overdue invoices at 2% over the prevailing Royal Bank of Scotland plc base rate. We shall have the right to suspend the provision of Services or any part if payment is not received by the Due Date. If you dispute any portion of an invoice, you shall notify us within 7 days of receipt of the disputed invoice and pay the undisputed portion of that invoice by the Due Date.

13.3. We may vary any time and materials fee rates stated in the Contract by giving you not less than 30 days written notice of the variation. Variations may include increases arising as a result of the promotion of personnel assigned to the Services. Charges quoted in the Contract relate to the provision of Services at the location or locations stated in the Contract. Any changes in location may result in a change to the applicable charges.

13.4. We will be entitled to receive all Charges incurred up to the date of termination of this Contract for any reason.

14 Termination

14.1. We each may terminate this Contract with effect by written notice to the other on or at any time after the occurrence of any of the following events: (i) a material breach by the other party of an obligation under the Contract and, if the breach is capable of remedy, the other party failing to remedy the breach within 30 days of receipt of notice of such breach; (ii) the other party passing a resolution for its winding-up or a court of competent jurisdiction making an order for the other party's winding-up or dissolution; (iii) the making of an administration order in relation to the other party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party; (iv) the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (v) any event analogous to those set out in paragraphs.

14.2. Deloitte may terminate this Contract by written notice with immediate effect: (a) In the event that: (i) a government, regulatory or professional

entity has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision; or (ii) circumstances change (for example a change in control of the Buyer) and as a result, the performance of any part of a party's obligations under this Contract may be illegal, unlawful or in conflict with auditor independence or professional rules applicable to Deloitte or a Deloitte Party (acting reasonably); or (b) If, in the professional and reasonable judgment of the partner(s) responsible for the oversight of audit or independence for Deloitte, termination is necessary to avoid impairing or appearing to impair the independence of Deloitte or a Deloitte Party with respect to the provision of audit service to any client or potential client.

- 14.3. Subject to clause 14.8, either party shall be entitled to terminate this Contract at any time for convenience during the course of delivery of the Managed Services by giving 30 days' written notice to the other; provided that such right shall not apply during the course of delivery of any Design & Scoping Services and the Implementation Services.
- 14.4. Either party may, by written notice to the other, terminate this Contract, or require the partial termination of any part of the Services on the occurrence in relation to that part, if an event or circumstance beyond that party's reasonable control (a "**Force Majeure Event**") endures for a continuous period of more than 90 days.

Consequences of Expiry or Termination

- 14.5. Any provisions of the Contract which either expressly, or by their nature, extend beyond the expiry or termination of this Contract shall survive such expiration or termination.
- 14.6. Following the service of a termination notice for any reason, the parties shall continue to be under an obligation to comply with the provisions of this Contract.
- 14.7. In the event of termination or expiry, both parties shall on the earlier of the receipt of the written instructions of the data owner, or 12 months after the date of expiry or termination, return all copies of the each other's data that either party has in its possession provided that such party shall be permitted to retain a copy for its records.
- 14.8. Where this Contract is terminated by you pursuant to clause 14.1, we shall repay to you any Charges that you may have paid to us in advance (less any cost already incurred by us in anticipation of

providing the Services) in respect of Services not provided by us as at the date of expiry or termination.

- 14.9. Where this Contract is terminated by us for convenience pursuant to clause 14.3, we will reimburse to you any unused portion of the charges for the Managed Services that have been paid by you in advance.
- 14.10. Where this Contract is terminated as a result of a default and/or material breach by you or where you terminate this Contract for convenience pursuant to clause 14.3, you shall pay to us any: (i) undisputed charges that have been invoiced up to the date of termination; (ii) Breakage Costs; and (iii) Unrecovered Costs.
- 14.11. The costs of termination incurred by the parties shall lie where they fall if either party terminates or partially terminates this Contract in circumstances where there is a continuing Force Majeure Event.
- 14.12. All payments made under clause 14.10 are in addition to any payments made in relation to any direct losses suffered as a result of the termination provided there is no double recovery.
- 14.13. For the purposes of clause 14.10, the following definitions shall apply: "**Breakage Costs**" shall mean any costs incurred by us directly as a result of the termination of this Contract, which (i) would not have been incurred had the Contract continued until its natural expiry; (ii) relate directly to the termination of the Services; (iii) are unavoidable, proven, reasonable, and not capable of recovery; and (iv) are incurred under arrangements or agreements that are consistent with terms that have been entered in the ordinary course of business and on reasonable commercial terms; "**Unrecovered Costs**" shall mean the costs incurred by us in the performance of this Contract, to the extent that those costs would have been recovered through the Charges had the Contract not terminated before the expiry. Where you pay in advance or have prepaid for any Services prior to the Services being performed, the Unrecovered Costs shall be those costs that we have spent and/or incurred in anticipation of performing those Services.

Exit Management

- 14.14. In the event of a termination, the parties shall in good faith, within 10 business days after serving the notice of termination, agree an exit plan for transition of the Services to you or a replacement

supplier (the "**Exit Plan**"). Deloitte shall be permitted to charge on a time and materials basis at its then-current standard rates for any transition assistance to be provided under any such Exit Plan.

- 14.15. Each party shall comply with the applicable exit management requirements set out in the Exit Plan.

15 Security Requirements

- 15.1. We will, in the provision of the Services, maintain security standards that: (i) are in accordance with good industry practice, applicable law and the provisions of the Contract; and (ii) comply with the principles of ISO/IEC27001 and ISO/IEC27002.
- 15.2. Where it is stated in the Contract that a Security Management Plan (SMP) is required, the following shall apply: (i) we shall develop, implement, operate, maintain a SMP, which will be approved by you; (ii) both parties shall comply with their respective obligations set out in the SMP; (iii) the SMP shall aim to only protect all aspects and processes associated with the delivery of the Services; (iv) the SMP will set out the security measures to be implemented and maintained by us in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the agreed requirements as stated in the Contract.

16 TUPE

- 16.1. The parties agree that it is the intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced (the "**TUPE Regulations**") will not apply to transfer any employees from you or any of your affiliates or subcontractors to any of the Deloitte Parties, as a result of the arrangements contemplated under this Contract or otherwise, and you shall use reasonable endeavours to organise your activities so that no individual is assigned to this Contract, or the Services, for the purposes of the TUPE Regulations.
- 16.2. If notwithstanding clause 16.1, any person who is or has been employed or engaged by you or any of your affiliates or subcontractors, transfers or

claims to have transferred (or any trade union or employee representative so claims on their behalf) to any of the Deloitte Parties or any of Deloitte's subcontractors, under the TUPE Regulations or otherwise as a result of the arrangements contemplated under this Contract, you shall indemnify and keep indemnified Deloitte, all other Deloitte Parties and any of Deloitte's subcontractors, from and against any and all losses, claims, liabilities, costs, expenses (including legal fees), demands, fines, penalties, interest and damages whatsoever arising (whether directly or indirectly) out of or in connection with the employment or termination of employment of such person.

- 16.3. The parties agree that it is the intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced (the "**TUPE Regulations**") will not apply to transfer any employees from any of the Deloitte Parties to you or any of your affiliates or subcontractors as a result of the arrangements contemplated under this Contract or otherwise, and we shall use reasonable endeavours to organise our activities so that no individual is assigned to this Contract, or the Services, for the purposes of the TUPE Regulations.
- 16.4. If notwithstanding clause 16.3, any person who is or has been employed or engaged by any of the Deloitte Parties, transfers or claims to have transferred (or any trade union or employee representative so claims on their behalf) to you or any of your affiliates or subcontractors, under the TUPE Regulations or otherwise as a result of the arrangements contemplated under this Contract, we shall indemnify and keep indemnified you, your affiliates and any of your subcontractors, from and against any and all losses, claims, liabilities, costs, expenses (including legal fees), demands, fines, penalties, interest and damages whatsoever arising (whether directly or indirectly) out of or in connection with the employment or termination of employment of such person.

17 General Terms Of Business

Quality of Service

- 17.1. If, at any time, you believe our service to you could be improved or if you are dissatisfied with any aspect of our Services you should raise the matter with the partner responsible for providing the Services to you. If you would prefer to discuss the matter with someone other than that partner, or if you wish to make a complaint, please call or

write to Anne-Marie Malley, the Managing Director of Deloitte's consulting business at 1 New Street Square, London EC4A 3HQ.

- 17.2. We will investigate all complaints. You have the right to take any complaint up with the Institute of Chartered Accountants in England and Wales (the ICAEW). You may obtain an explanation of the mechanisms that operate in respect of a complaint to the ICAEW at www.icaew.com/regulation/complaints-process/make-a-complaint or by writing to the ICAEW. To contact the ICAEW write to the Professional Standards Office, Level 1, Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.

Negotiation / Mediation

- 17.3. We each agree that we will attempt in good faith to resolve any dispute or claim arising out of or in connection with the Contract promptly through negotiations between your senior executives and our management. If the matter is not resolved through negotiation then, prior to the commencement of legal proceedings, we will each attempt in good faith to resolve the dispute or claim by participating in an Alternative Dispute Resolution ("ADR") procedure such as mediation which, if not otherwise agreed, will be as recommended to us by the Centre for Effective Dispute Resolution. If the matter has not been resolved by an ADR procedure within 45 days of such procedure being commenced, then the matter may be dealt with through legal proceedings.

Legal and Other Obligations

- 17.4. Nothing in this Contract precludes us from taking such steps as are necessary in order to comply with any legal or regulatory requirement or any professional or ethical rules of any relevant professional body of which we or any of our personnel are, at the time, a member.

Force Majeure

- 17.5. Neither party will be liable for any delays or failures in performance or breach of contract due to Force Majeure Events.

Notices

- 17.6. All notices hereunder shall be: (i) in writing; (ii) delivered to the representatives of the parties at the addresses specified in the Contract (unless changed by either party upon notice to the other party), and (iii) effective upon receipt.

Sub-Contractors

- 17.7. We may sub-contract the provision of the Services or any part to any person including any Deloitte Party, but such sub-contracting will not relieve Deloitte from its obligations under the Contract.

Freedom of Information

- 17.8. To the extent that, in connection with the Contract, we provide you with information which we have indicated is exempt from disclosure under the Freedom of Information Act 2000 ("**Exempt Information**") you agree to notify us, as soon as reasonably possible, of any request received by you and before making any disclosure of our Exempt Information you shall take account of any representations made within a reasonable time by us about the applicability of the FoIA Exemptions to such Exempt Information.

Anti-Bribery and Corruption

- 17.9. We will comply with any Applicable Anti-Bribery Law.
- 17.10. We will implement adequate procedures designed to prevent us or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act 2010.
- 17.11. We warrant that, in connection with this Contract, no unlawful financial or other advantage has been, will be or is agreed to be given to your personnel by or on behalf of Deloitte or its Associated Persons, unless details of any such arrangement have been previously approved in writing by you.

- 17.12. The following terms have the meanings:

"Applicable Anti-Bribery Law" means any bribery, fraud, or other similar anti-corruption law or regulation applicable in the UK;

"Associated Person" means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors.

Insurance

- 17.13. We shall effect and maintain the following minimum insurances:
- (i) employers' liability insurance for an amount of not less than £5,000,000 per occurrence and in the aggregate; and
 - (ii) a policy of insurance relating to Public Liability Insurance for an amount not less

- than £5,000,000 per occurrence and in the aggregate; and
- (iii) (a policy of Professional Indemnity insurance for not less than £2,000,000 per occurrence and in the aggregate.

Disclosure Notice For Commissions and Referral Fees

- 17.14. In connection with the Services, Deloitte may, at the request of the the Buyer or otherwise, refer certain third party products or services to the Buyer, and Deloitte or a Deloitte Party may receive a fee from such third party in connection with such referral.

Governing Law and Jurisdiction

- 17.15. The Contract and our relationship is governed by and interpreted in accordance with English law. A claim may only be brought against us (in contract, tort or otherwise) if it can be brought in English law without reference to the law of any other country.
- 17.16. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaim) that may arise in connection with any aspect of the legal relationship established by the Contract or otherwise arising in connection with the Contract. We each submit irrevocably to the jurisdiction of the Courts of England and Wales.

Supplier Terms Part 4 – Product Terms

These Product terms apply to elements of the G-Cloud 15 Service which relate to Deloitte proprietary technology products.

Definitions

"Acceptance Criteria" means any express acceptance criteria detailed in the Order Form or, where none is so detailed, shall be deemed to be material conformance with the Specification.

"Affiliate" means any entity controlled by, controlling, or under common control with, you.

"Authorised Users" means those of your employees, agents and independent contractors and those employees of your Permitted Affiliates who are authorised to use the Licensed Software for the Permitted Use, subject always to the user restrictions set out in clause 4 and any user volume restrictions as set out in the Contract.

"Charges" means our fees and expenses plus VAT and any other applicable taxes in respect of the Services.

"Buyer Data" means any and all information, records and data, including databases, owned or controlled by you, your Authorised Users and/or your Permitted Affiliates provided to Deloitte in connection with the Contract, including any Deloitte Hosted Buyer Data.

"Contract" means the Call-Off Contract, including these Product terms.

"Data Protection Legislation" means all applicable legislation relating to privacy or personal data and including any statute or statutory provision which amends, extends, consolidates or replaces the same, and the terms **"personal data"**, **"data subject"**, **"controller"**, **"processor"** and **"process"** (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

"Deloitte", **"we"**, **"us"** or **"our"** means Deloitte LLP.

"Deloitte Hosted Buyer Data" means any and all Buyer Data uploaded to and/or or processed by the Deloitte Hosted Licensed Software.

"Deloitte Hosted Licensed Software" means the Licensed Software hosted by Deloitte (or on its behalf) and made available to you on a software-as-a-service basis (**"SaaS"**) accessed by you on a subscription basis.

"Deloitte Materials" means any materials and content owned or controlled by us, which we have displayed or

made accessible via the Licensed Software (including their design, text, graphics, their selection and arrangement) and which is not Output.

"Deloitte Parties" means Deloitte, any member of the Deloitte Touche Tohmatsu Limited network of firms and their subsidiaries, affiliates, and Subcontractors, and in each case their respective partners, principals, directors and personnel. In relation to Deloitte UK, Deloitte LLP uses the word "partner" in respect of its members and certain of its senior employees in its dealings with you to describe, respectively, a member and senior employee of Deloitte LLP in their capacity as such. Deloitte LLP gives a number of its employees the title of "director", which denotes that they are senior employees and not that they hold the office of director for the purposes of the Companies Act 2006. A list of members of Deloitte LLP is available at the Companies House website.

"Functional Improvements" has the meaning set out in clause 15.1.

"Implementation Services" means any design, scoping, configuration, installation or other services agreed to be carried out in connection with the implementation of the Licensed Software as detailed in the Contract.

"Intellectual Property Rights" means all current and future legal and/or equitable interests and rights in all intellectual property and other proprietary rights of any kind whether registered or unregistered including but not limited to trade marks, service marks, inventions, patents, design rights, copyrights, database rights, trade secrets, and the goodwill attaching to any of them and applications for any of them and any renewals and extensions thereof and any right or form of protection of equivalent or similar nature or effect to any of them which may subsist anywhere in the world.

"Licensed Software" means the computer software or programs in object code form to be licensed to you as detailed in the Contract and includes any Functional Improvements (if any) and any other changes, additions, derivatives or modifications and/or upgrades to it.

"Licence Term" means the term for which you have: (i) subscribed to access the Deloitte Hosted Licensed Software; or (ii) licensed the use of the On Prem Licensed Software, as set out in the Contract.

"On Prem Licensed Software" means a copy of the Licensed Software which we provide to you for installation on your infrastructure.

"Output" means reports, data, scores, results, output, or other information obtained, generated or otherwise received by you, a Permitted Affiliate or an Authorised

User in any format or media from accessing or using the Licensed Software.

"Permitted Affiliates" means your Affiliates (if any) permitted to use the Licensed Software as expressly detailed in the Contract.

"Permitted Use" means the internal business use of the Licensed Software by you and your Permitted Affiliates, which may be more specifically detailed in the Contract.

"Services" means provision of the Deloitte Hosted Licensed Software (if applicable) and any ancillary services including any Implementation Services and Support Services or other services described in the Contract.

"Specification" means the functional description of the Licensed Software as initially detailed in the Contract, as the same may be modified by Deloitte from time to time as detailed in the Contract.

"Subcontractors" means third parties appointed by Deloitte to support the provision of the Services.

"Support Services" means the support services set out in the Contract.

"Technical Requirements" means the technical or other system requirements for access to and use of the Licensed Software as initially detailed in the Contract, as the same may be modified by Deloitte from time to time as detailed in the Contract.

"you" or **"your"** means the Buyer.

1. Contract

- 1.1. This Contract sets out the entire agreement and understanding between you and Deloitte in connection with the Services. This Contract supersedes, and relieves you and Deloitte from any liability which might otherwise arise in respect of, any prior agreements, understandings, statements or representations relating to the Services (unless made fraudulently). Neither party shall have any claim that in entering into this Contract it has relied on any agreement, understanding, statement or representation that is not set out in this Contract.
- 1.2. Any changes to this Contract must be agreed in writing. These Product terms prevail over the Call-Off Terms unless the Order Form expressly states that a specific provision in the Order Form prevails over a provision in the Call-Off Terms, in which case such modified provision shall take precedence.

- 1.3. This Contract does not make either of you or us an agent or legal representative of the other, nor does it create a partnership or joint venture.
- 1.4. If we have started work before you have signed the Order Form, this Contract applies retrospectively from the start of our work.
- 1.5. We confirm that where a Buyer is subscribing to the Licensed Software on a SaaS basis, the terms expressly referenced as relating only to On Prem Licensed Software, shall not apply. Where a Buyer is licensing the Licensed Software for use on its own infrastructure, the terms expressly referenced as relating only to Deloitte Hosted Licensed Software, shall not apply.

2. Our Services and responsibilities to you

Use of Licensed Software

- 2.1. Where we have agreed in the Contract to make the Licensed Software available to you on either a SaaS basis or for use on your own infrastructure, your use of this Licensed Software shall be provided in accordance with the licence scope set out in clause 3 and subject always to the user restrictions set out in clause 4.

Implementation Services and Acceptance Testing

- 2.2. Where you require any configuration, installation and/or other implementation of the Licensed Software, we will carry out this work in accordance with the Services detailed in the Contract.
- 2.3. Any changes to the descriptions of the Services shall be effected through the variation procedure agreed in the Contract.
- 2.4. Where as part of the Implementation Services, the Licensed Software is being configured for a specific use case you shall carry out acceptance testing of the configured Licensed Software to test that it meets the Acceptance Criteria in accordance with clauses 2.5 to 2.8.
- 2.5. Unless otherwise agreed in the Contract, you shall carry out the acceptance testing within 5 business days ("**Evaluation Period**") from the date that the configured Licensed Software is made available to you for testing and provide us with a written notice of acceptance, if the Acceptance Criteria are materially met ("**Acceptance Notice**").
- 2.6. Subject to clause 2.7, if any acceptance test demonstrates that the configured Licensed

Software or part thereof materially fails to satisfy the relevant Acceptance Criteria (a "**Non-Conformity**"), we will correct such Non-Conformity and make it available to you within a reasonable time for you to re-perform the acceptance test on the corrected configured Licensed Software within 5 business days from the date that the corrected configured Licensed Software is made available to you ("**Verification Period**"). For the avoidance of doubt, the re-performed tests shall be to meet the same Acceptance Criteria as the original tests. We shall carry out such correction activities at no additional charge to you. You will provide us with such assistance as we may reasonably require to enable us to verify the existence of and correct a reported Non-Conformity. You agree that the configured Licensed Software (or any part thereof) will be deemed accepted by you in case we have not received either an Acceptance Notice that the configured Licensed Software has materially failed to satisfy the Acceptance Criteria upon the expiration of the Evaluation Period or, in the event that you have notified us of a Non-Conformity as provided above, upon expiration of the relevant Verification Period or if you use the configured Licensed Software in production, whichever occurs first.

2.7. If a re-performed acceptance test carried out in accordance with clause 2.6 demonstrates that the corrected configured Licensed Software or part thereof materially fails to satisfy the Acceptance Criteria, your exclusive remedy and our sole liability shall be, at your option and acting reasonably, to:

- (i) within such reasonable period as is agreed between you and us and at no additional charge to you, correct the Licensed Software and make it available for you to perform a further repetition of the acceptance tests on the corrected Licensed Software; or
- (ii) cancel and reject the configured Licensed Software in which case we will refund any fees paid in relation to the Implementation Services and any license/subscription fees to the extent they have been paid.

2.8. If any of the configured Licensed Software materially fails to satisfy the Acceptance Criteria as a result of an act and/or omission attributed to yourselves, your Permitted Affiliates, your Authorised Users and/or a third party, we shall at our reasonable discretion use reasonable endeavours to provide assistance to you subject

always to you reimbursing us at our time and materials fee rates.

Support Services

2.9. In relation to On Prem Licensed Software, we shall provide the Support Services set out in the Contract subject to any charges payable for any such Support Services in addition to the licence fee. In relation to any Deloitte Hosted Licensed Software, we will provide the Support Services as set out in the Contract as part of the subscription fee for any such Deloitte Hosted Licensed Software.

2.10. The Support Services for Hosted Licensed Software exclude the investigation, management or resolution of any network fault that occurs outside of the hosting infrastructure that we utilise, irrespective of whether such fault makes the Licensed Software unavailable to certain Authorised Users.

General

2.11. All performance dates contained in this Contract are estimates. However, we shall use reasonable efforts to meet such dates.

2.12. Except where the scope of the Services expressly provides otherwise, we will have no responsibility for auditing or verifying the accuracy or completeness of any data or information provided to us and we will not be liable to you or any other party should any such data or information not be complete or accurate.

2.13. Our performance of the Services, the timetable, and the level of our Charges (including any estimate) each depend on the accuracy and completeness of any assumptions set out in the Contract and your timely performance of your obligations under this Contract, including your timely decisions and approvals in connection with the Services, upon which we shall be entitled to rely.

3. License scope

3.1. Subject to your payment to us of the licence/subscription fees set forth in the Contract, we grant you your Permitted Affiliates and your Authorised Users on the terms and conditions in this Contract (including without limitation any volume based use restrictions), a limited, non-exclusive, non-sublicensable and non-transferable license to access/and or use the Licensed Software

(including any Deloitte Materials) for the Permitted Use. In relation only to any On Prem Licensed Software, this includes the right to install a copy on your hardware or system configuration which is capable of running the Licensed Software as agreed between us.

- 3.2. Deloitte shall not be responsible for any error in, or failure of the Licensed Software insofar as such error or failure occurs in or is caused by any failure by you, your Permitted Affiliates or your Authorised Users to comply with the Contract.
- 3.3. The access to/ use of the Licensed Software may be subject to additional licence terms and conditions as set forth in the Order Form.
- 3.4. Except as otherwise agreed in the Contract, we shall have no obligation to provide updates, modifications or enhancements to the Licensed Software, or to provide maintenance, support or other services with respect to the Licensed Software.

4. Confidentiality

- 4.1. You are responsible for determining that the scope of the Services and any agreed specifications for the Licensed Software is appropriate for your needs, evaluating the adequacy and results of the Services, deciding whether our Services and Licensed Software make sense in the context of your business and whether you wish to rely on, implement or act on them.
- 4.2. You shall (i) manage all aspects of your business and take management decisions relating to your business, including designating a suitably skilled and experienced individual to oversee the Services. (ii) give us access to your people and, if applicable, premises reasonably required to enable us to progress the Services, (iii) obtain any relevant approvals, licences and security clearances, (iv) establish and maintain all accounting, internal control or management information systems, and (v) promptly provide complete, accurate and up-to-date data and information relevant to the Services (including if it has previously been provided to the Deloitte Parties under a different arrangement or is publicly available information) which we may rely on in order to deliver the Services. You shall have all rights required to provide Deloitte with such data and information.
- 4.3. You must ensure that all your Permitted Affiliates and Authorised Users comply with the provisions of the Contract in connection with the use of the

Licensed Software and you shall be liable for any acts or omissions of such persons as if they were its own acts or omissions.

- 4.4. You are responsible for ensuring that Authorised Users maintain the confidentiality of their username and password for access purposes and that only one individual may access the account assigned with such username and password. Where we are to administer access by your Authorised Users, you will supply us with the Authorised Users' identities and any other information required by us to enable us to provide access to these Authorised Users and in addition notify us promptly of any user who ceases to be an Authorised User so that we may disable their access. Where you administer access and access is not via single sign on, then you will ensure that user passwords are changed on the frequency basis set out in the Contract.
- 4.5. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of the Licensed Software and you must notify us promptly of any potential or actual misuse of (a) any user accounts or authentication credentials; and (b) any other security incident related to, or that may affect, the Licensed Software.
- 4.6. You shall ensure that your computer equipment and facilities used to access the Deloitte Hosted Licensed Software meet the Technical Requirements and that you will procure any licenses or consents to use any third party software or hardware which is necessary for you to utilise the functionality of the Licensed Software in accordance with this Contract.
- 4.7. You are responsible for procuring and maintaining your network connections and telecommunications links from your computer equipment and facilities to access the Deloitte Hosted Licensed Software.
- 4.8. Save as expressly agreed otherwise you are responsible for providing all data or information for use by the Licensed Software. You will be responsible for retaining a copy of all Buyer Data and Output.

User Restrictions

- 4.9. You shall not and you shall procure that your Permitted Affiliates and Authorised Users shall not:

(a) de-compile, reverse engineer or disassemble the Licensed Software or apply any other process

or procedure to derive the source code thereof, or allow any third party to do so (the applicability of article 6, §1 of the EU directive of 14 May 1991 and any similar article in national laws implementing this directive is expressly excluded if we can either perform the work or provide the information necessary to achieve the interoperability of the Licensed Software with other programs); (b) sell, re-license, rent, lease, provide service bureau or timeshare access to the Licensed Software; (c) use the Licensed Software for incorporation in any device, article, commodity, product or goods for use by or sale or lease to third parties; (d) use the Licensed Software for the provision of services to third parties; (e) except as expressly provided in the Contract, modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display or in any way exploit the Licensed Software in whole or in part; (f) access or use the Licensed Software to build or train a product or service which competes with the Licensed Software or to copy any of its features, functions or graphics; (g) use the Licensed Software, the Output or the Deloitte Materials in any way that (1) is fraudulent or misleading, or violates applicable law, rule or regulation, including the export, re-export, access or use of the Licensed Software, either directly or indirectly, in violation of applicable export controls laws and regulations, (2) is not authorized by this Contract, or (3) is in violation of any terms of use for any Buyer Data that apply to Buyer by its licensors.

On Prem Licensed Software

(h) in relation only to any On Prem Licensed Software, copy the Licensed Software or any part of it, except for (1) a copy that is necessary in order to install, load, display, test, run, transfer, store and use the Licensed Software on a computer system which is in the Buyer's immediate possession as permitted by the Contract or (2) a copy that is required for ordinary and customary backup and archival purposes; or

Deloitte Hosted Licensed Software

(i) in relation only to any Deloitte Hosted Licensed Software, use or permit third parties to use the Licensed Software in any way that (1) interferes with or disrupts other network users, network services or network equipment, including spamming; (2) results in the introduction of computer worms or viruses; (3) involves the use of false identities; (4) attempts to gain unauthorized entry to any servers or databases through which such Licensed Software is provided; (5) transmits, stores, displays, distributes or otherwise makes available content or data that is illegal, harmful, fraudulent, infringing or offensive; or (6) is in violation of any applicable acceptable use policy.

5. Ownership and IP Indemnities

Licensed Software

- 5.1. The Licensed Software (including any Deloitte Materials and Specification) may embody valuable copyright, patent, trademark, trade secret and other intellectual property rights owned or licensed by Deloitte. Deloitte or its licensors will own and retain ownership of all Intellectual Property Rights of any kind in the Licensed Software and you will be granted no rights other than the specific license granted in clause 3.

Output

- 5.2. Unless ownership of the Output is set out in the Order Form or in the Contract, it shall vest in Deloitte.

Data

- 5.3. You shall retain ownership of any Buyer Data. You grant us a licence to use the Buyer Data as required to perform the Services, including the right to host and process the Deloitte Hosted Buyer Data in connection with the Deloitte Hosted Licensed Software, and warrant that you have the right to grant us this licence.
- 5.4. You will obtain all consents and authorisations required for any Deloitte Hosted Buyer Data to be lawfully hosted, used and otherwise processed by the Deloitte Hosted Licensed Software. You will be responsible for the quality of and your Authorised Users' use of any Deloitte Hosted Buyer Data.
- 5.5. You agree that during and after the provision of the Services we may extract data for aggregation on an anonymised basis with data from other clients/entities and that such aggregated and anonymised data may be used to gain insights, develop new services, and to review and improve our services made available to you and to other clients from time to time. We will protect the confidentiality of each client's identity when performing such tasks. You also agree that data searching, and data extraction may be undertaken by electronic means and not by the engagement team.

Publicity Material

- 5.6. Neither party will use the other party's trademarks, logos, and/or branding in external publicity material without the owning party's written consent. However, Deloitte Parties may refer to you (including your logo) and the

performance of the Services (i) in marketing and publicity materials as an indication of their experience, and (ii) internally.

Indemnities

- 5.7. Subject to clause 5.8, we will indemnify you for your reasonable costs and damages awarded by a court of competent jurisdiction under any final judgement or agreed by us in writing in final settlement arising out of a claim brought against you by any third party that your use or possession of the Licensed Software in accordance with the terms of the Contract infringes the copyright, database right or trade mark of any third party not connected to you, provided that you comply with your obligations in clause 5.10. The liability cap in clause 8.3 shall not apply to this indemnity.
- 5.8. The indemnity in clause 5.7 shall not apply to the extent that such infringement or alleged infringement arises from (i) modification of the Licensed Software other than by Deloitte or a Deloitte Party; (ii) your, your Permitted Affiliates' or your Authorised User's use of the Licensed Software in a manner not contemplated by this Contract; (iii) your failure to use in a timely manner any corrections or modifications made available to you by Deloitte, provided such corrections or modifications do not materially diminish the functionality of the Licensed Software; (iv) information, materials, instructions, specifications, requirements or designs provided by you or on your behalf, or (v) the use of the Licensed Software in combination with any platform, product, network or data not provided by Deloitte and not contemplated by this Contract.
- 5.9. You will indemnify us for our reasonable costs and damages arising out of any claim that our (or any Deloitte Party's) use or possession of any Buyer Data infringes any copyright, database right or trademark of a third party.
- 5.10. If any indemnified party becomes aware of any claim or likely claim of infringement as contemplated by clause 5.7 or 5.9, it shall (i) not prejudice the defence of any such claim, (ii) promptly notify the indemnifying party in writing of the details of the claim, (iii) give the indemnifying party all reasonable assistance with such claim (at the indemnifying party's reasonable cost), and (iv) if requested to do so, give the indemnifying party the sole conduct and control of the claim and its settlement or resolution.

- 5.11. We may, at our expense, modify or replace all or part of the Licensed Software so as to avoid infringement or claims of infringement provided that such replaced or modified (part of the) Licensed Software is capable of performing substantially the same function, or, if we, in our sole discretion, determine that no modification or replacement is appropriate, then we may terminate this Contract (or part of the Contract that relates to the provision of the Licensed Software) and refund you, as applicable, (A) for On Prem Licensed Software licensed on a perpetual basis, a pro-rata portion of the license fee paid by you for such Licensed Software as depreciated on a straight line basis over the three-year projected useful life of the Licensed Software or (B) for On Prem or Deloitte Hosted Licensed Software licensed for a particular term, a pro-rata portion of the license/subscription fees paid by Licensee for the affected Licensed Software.
- 5.12. Clauses 5.7 and 5.11 states our entire liability for infringement or alleged infringement of any third party rights of any kind whatsoever by the provision and use of the Licensed Software.

6. Confidentiality

- 6.1. Where either of us is or comes into possession of information about the other that is by its nature confidential, or is designated as such by the other (whether in writing or orally), including this Contract ("Confidential Information"), each party undertakes to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Services, and (iii) not to disclose it, subject to clause 4.2, to any other person without the disclosing party's prior written consent. These undertakings will not apply to any Confidential Information which the recipient party can demonstrate (a) was previously known to it without any obligation of confidentiality, (b) has been independently developed by it without access to or use of the disclosing party's Confidential Information, (c) was acquired by it from a third party which was not, to the recipient's knowledge, under an obligation to the disclosing party not to disclose such information, (d) was or has become publicly available through no fault of the recipient party, or (e) is subsequently disclosed by the disclosing party to a third party without restriction.
- 6.2. Each party will be entitled to disclose Confidential Information (i) to its legal advisors and insurers and (ii) to comply with any applicable legal, statutory, professional or regulatory requirement.

We may share your Confidential Information with any (i) Deloitte Party we use to provide the Services and for quality control reviews and other risk management procedures, and (ii) any of our suppliers involved in providing infrastructure, cloud hosting and other support services as part of our business, in each case on a confidential basis only.

- 6.3. Nothing in this Contract will prevent or restrict any Deloitte Party from using or sharing for any purpose any knowledge, experience and skills used in, gained or arising from performing the Services, subject to the obligations of confidentiality set out herein.
- 6.4. This clause 4.4 is subject to Deloitte (i) complying with applicable professional standards regarding conflicts of interest, and (ii) maintaining the confidentiality of your Confidential Information in accordance with clause 4.1 You acknowledge that other clients or third parties who (i) are interested or participating in a project in relation to the same or similar subject matter as the Services or (ii) may have interests that compete and/or conflict with your interests, may have received or may receive other services related to that project from Deloitte and/or another Deloitte Party (where necessary, through separate engagement teams). We will not disclose to you nor use for your benefit any confidential information that such other teams from Deloitte or another Deloitte Party have obtained in the course of providing services to other clients or third parties in relation to that project. You agree not to bring any claim against Deloitte or another Deloitte Party arising out of or connected with our or their provision of services to other clients or third parties or the non-disclosure to you of their confidential information as permitted by this clause 4.4.

7. Warranties

- 7.1. Deloitte warrants that it will perform the Implementation Services and Support Services with reasonable skill and care.

On-Prem Licensed Software

- 7.2. We warrant that in relation only to any On-Prem Licensed Software, such On-Prem Licensed Software shall substantially conform to the Specification for the time period set forth in the Contract or, where no such time period is specified in the Contract, thirty (30) days following delivery to you of the On-Prem Licensed Software or, if an

acceptance test has been agreed, thirty (30) days after acceptance (the "**Warranty Period**"). If you give us written notice within the Warranty Period of any failure of the On-Prem Licensed Software to substantially conform to the Specification ("**Defect**"), including a reasonable description of the nature of such Defect, we will use our reasonable commercial endeavours to correct any such Defect promptly, or provide you with alternative means to accomplish the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of this warranty. This warranty shall not apply to the extent any Defect is caused by (i) the use of the Licensed Software contrary to that permitted by this Contract, (ii) your breach of this Contract, (iii) additions or amendments made by or on behalf of you, unless explicitly authorised in writing by us, (iv) any use of the On-Prem Licensed Software by you in conjunction with hardware or software not provided and/or not authorized by us, or (v) a cause which is not the responsibility of Deloitte. If we undertake the diagnosis of any issue raised and it is discovered after the diagnosis by us that such issue was not caused by our act and/or omission, we shall be entitled charge for such diagnosis activities at our time and materials fee rates.

Deloitte Hosted Licensed Software

- 7.3. We shall use commercially reasonable endeavours to make the Deloitte Hosted Licensed Software available and, where applicable, in accordance with any availability levels set out in the Contract, except during any periods of maintenance. We shall where reasonably practicable give you notice in advance of any proposed maintenance and/or perform maintenance during an agreed maintenance window, provided that we reserve the right to perform such maintenance at any time to the extent we reasonably consider necessary.

General

- 7.4. Notwithstanding the foregoing, we do not warrant that (i) you, your Permitted Affiliates or any of your Authorised User's use of the Licensed Software will be uninterrupted or error-free; and/or (ii) the Licensed Software or Output will meet your requirements. We shall have no responsibility for any failure in service provision triggered by causes not within our control, including network outages.

8. Liability

- 8.1. Nothing in this Contract shall exclude or limit any liability arising from fraud, fraudulent misrepresentation, death or personal injury or other liabilities which cannot lawfully be limited or excluded.
- 8.2. In no event shall we be liable, whether in contract, tort (including, without limitation, negligence), under statute or otherwise for any indirect or consequential loss or damage, or any loss of profit (whether direct or indirect) arising from or in any way in connection with this Contract.
- 8.3. Our total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise for any and all claims, losses, liabilities, damages, costs and expenses arising from or in any way in connection with this Contract ("Losses"), shall be limited in aggregate for each successive 12 month period of the Licence Term to: (i) the multiple set out in the Order Form of the Charges paid and payable for the Services in that period, or (ii) where no multiple is so specified, to 125% of the Charges paid and payable for the Services in that period.
- 8.4. Where Deloitte has expressly agreed in the Order Form that there is more than one beneficiary of the Services, the limitation on our total liability in this Contract will apply to all such beneficiaries in the aggregate and shall be apportioned amongst them. You will procure that no such beneficiary will dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the grounds that the agreed share of the limitation amount so apportioned to any beneficiary is unreasonably low.
- 8.5. Any liability which we may have for Losses shall (so far as is permitted by law) be limited to such an amount as is determined to be just and equitable, taking into account the extent of responsibility for such Losses of us, you, and any person other than us who is jointly or severally liable for all or part of the same Losses, provided always that our liability shall not exceed in aggregate the amount set out in this Contract. Any limitation, exclusion or restriction on the liability of any such other person, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall not be taken

account of for the purposes of determining the extent of our liability.

- 8.6. Except for the warranties, representations, conditions and obligations expressly set out in this Contract, Deloitte disclaims all warranties, representations, conditions and obligations, either express or implied, including warranties of satisfactory quality and fitness for a particular purpose.
- 8.7. Whilst you may make the Licensed Software available to Permitted Affiliates and the Authorised Users of your Permitted Affiliates you agree that any claims in relation to access to and use of the Licensed Software and any other Services will be through you alone. Therefore you will (i) notify the Permitted Affiliates of the obligations and restrictions on use of and access to the Licensed Software as well as the limitations and exclusions of liability applying to the Deloitte Parties contained in this Contract and ensure that each Permitted Affiliate complies with the same; (ii) to the extent permitted by law, ensure that any action, claim or proceeding by the Permitted Affiliate in relation to the provision of the Licensed Software and any other Services is pursued by you against Deloitte on that Permitted Affiliate's behalf.
- 8.8. You agree to reimburse us for any losses or liabilities (including legal costs) that any Deloitte Party incurs in connection with any claim by any third party (including a Permitted Affiliate) in relation to the Services and/or any access to and use of the Licensed Software.

9. Payment

- 9.1. Unless otherwise specified in the Order Form, we will invoice our Charges monthly in arrears and issue a final invoice to you on completion of the Services. You shall pay all invoices within 14 days of the date of the applicable invoice ("Due Date"). Deloitte shall have the right to suspend or terminate the provision of Services or any part thereof if payment is not received by the Due Date. If you dispute an invoice, you shall notify us within 7 days of its receipt and pay the undisputed portion of that invoice by the Due Date. You shall reimburse us for all reasonable expenses incurred in performing the Services (including all reasonable travel, meal, lodging, and mileage expenses) which will be invoiced as part of the Charges. We will be entitled to receive all Charges

incurred up to the date of termination of this Contract for any reason.

10. Data Protection

10.1. Each party shall comply with its obligations under Data Protection Legislation in respect of personal data processed by it in connection with this Contract and the Services ("Personal Data").

10.2. The parties acknowledge that certain of the Services may be performed by Deloitte acting as a controller and certain Services may be performed by Deloitte acting as a processor. The Contract shall identify whether in each case it is the understanding of the parties that Deloitte carries out the particular Services as a controller or a processor. In the absence of any such indication, the capacity in which Deloitte acts shall be determined by Data Protection Legislation. When Deloitte is acting as a processor, clauses 8.1-8.6 shall apply and the Contract shall set out the scope of the processing carried out by Deloitte. When acting as a controller, clauses 8.1, 8.2, 8.7 and 8.8 shall apply.

Processor clauses

10.3. We shall: (i) only process Personal Data: (a) to the extent necessary to provide the Services; (b) in accordance with your specific instructions (save to the extent, in our opinion, such instructions infringe the Data Protection Legislation, in which case we shall notify you); or (c) as required by any competent authority or applicable law; (ii) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk relating to our processing of the Personal Data; (iii) ensure that our employees, officers and agents are under a statutory, regulatory or contractual obligation of confidentiality with respect to Personal Data; (iv) notify you without undue delay, and provide reasonable cooperation after becoming aware of a personal data breach relating to Personal Data in our possession or control; (v) provide reasonable cooperation and assistance to you in relation to any request by a data subject to have access to Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject, including notifying you in writing without undue delay of receipt of any request (save to the extent prevented from doing so by applicable law); (vi) be entitled to recover any reasonable costs incurred in assisting you in meeting your obligations under the Data Protection Legislation;

and (vii) subject to clause 8.7, at your reasonable request, delete or return all Personal Data to you on termination or expiry of this Contract.

10.4. To the extent required by Data Protection Legislation, we shall maintain a record of our processing activities and provide such cooperation and information to you as is reasonably necessary for you to demonstrate compliance with Data Protection Legislation (including in relation to data protection impact assessments and prior consultations with supervisory authorities). Such cooperation shall include permitting you, at your sole cost and expense, to audit our compliance with this clause 8 provided that (unless expressly required otherwise by any competent authority): (i) reasonable notice of not less than 30 days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit and the appointment of any third party auditor; (ii) to the extent the audit scope is covered in any audit carried out for us by an independent third party auditor within twelve months prior to your audit request and there have been no material changes to the controls audited, we may share the report to the extent relevant to you and the disclosure of such report shall be deemed to satisfy the audit request made by you; (iii) where, acting reasonably, you still require a specific audit, such audit shall be conducted during regular business hours, subject to our policies and may not unreasonably interfere with our business activities; (iv) the audit shall be subject to our duties of confidentiality owed to any of our clients, staff, or other third parties; and (v) the rights granted in this clause 8.4 may not be conducted more than once in any calendar year; and (vi) for the avoidance of any doubt, any audit to be conducted does not include any access to our systems or penetration testing of our systems.

10.5. You authorise us to use any subcontractor, including any Deloitte Party, to process Personal Data as a sub-processor of Deloitte provided that we shall ensure that (a) such processing is subject to a written contract or other legal act with such sub-processor containing data protection obligations no less onerous than those set out in this clause 8; and (b) we shall remain liable for the acts and omission of any such sub-processor with respect to the processing of Personal Data. A list of our incidental sub-processors appointed for infrastructure, support and administrative purposes ("Incidental Subprocessors") is set out on our website and any additional sub-processors material to this instruction are listed in the Order Form. Any objection to an amendment to the

Incidental Subprocessors may be escalated for discussion.

- 10.6. We shall be entitled to process or transfer Personal Data to any jurisdiction including a jurisdiction outside the European Economic Area ("EEA") including to any subcontractor, provided that such transfer is permissible under Data Protection Legislation.

Controller clauses

- 10.7. You acknowledge that Deloitte may also process Personal Data as a controller for the purpose of, or in connection with those Services indicated in the Contract together with: (i) applicable legal, professional or regulatory requirements; (ii) requests and communications from competent authorities; (iii) administrative, financial accounting, risk analysis, client relationship; and (iv) other reasonable business purposes (together the "Purposes").
- 10.8. You shall (and shall procure that any member of your Affiliates shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order to disclose Personal Data to us for the Purposes.

11. Termination

- 11.1. Unless otherwise agreed in the Order Form, each party may terminate on 30 days' written notice to the other at any time. Further, each party may terminate this Contract by written notice to the other in the event of: (i) a material breach by the other party of an obligation under this Contract and, if the breach is capable of remedy, the other party failing to remedy the breach within 15 this Contract for convenience by giving days (or such other period agreed in writing) of receipt of notice of such breach; or (ii) the other party suffering an insolvency or bankruptcy related event which prevents it from paying its debts as they fall due.
- 11.2. Deloitte may terminate this Contract or performance of any part of the Services, upon written notice to you, if Deloitte determines that the performance of any part of the Services would be in conflict with law or sanctions, or independence or professional rules.
- 11.3. If we consider in our reasonable opinion that it is no longer commercially viable for us to continue to provide the Licensed Software or other

Services, or if any third party data, software or service becomes unavailable to us, we shall be entitled to do one of the following on giving 60 days prior notice to you (a) modify the affected Licensed Software or other Services as necessary to accommodate such changes or unavailability; or (b) terminate this Contract (without liability) in respect of the Licensed Software or those Services which are affected by such changes or unavailability.

- 11.4. In exercising our rights under clause 11.3 we will consult with you and act in a way which is consistent with our treatment of our other clients.
- 11.5. Where you terminate your license or subscription to the Licensed Software pursuant to any permitted termination rights which do not arise as a result of our default, you shall not be entitled to any refund of any license or subscription fees due or paid prior to such termination.
- 11.6. In the event of termination or expiry:
- (a) we shall at your request return or delete from our systems your Buyer Data subject to 11.6 (b) and subject always to us being able to retain a copy as required for regulatory and professional purposes.

Deloitte Hosted Licensed Software

(b) in relation only to Deloitte Hosted Licensed Software, we shall return an electronic copy of any Deloitte Hosted Buyer Data at your request provided such request is made within 30 days of the date of expiry or termination. We reserve the right to delete the Deloitte Hosted Buyer Data from our systems after the expiry of this 30 day period or following our provision of a copy of the Deloitte Hosted Buyer Data, whichever is sooner, and (c) in relation only to any Deloitte Hosted Licensed Software, you shall ensure that all Authorised Users shall immediately cease access and use of the Licensed Software.

On Prem Licensed Software

(d) in relation only to any On Prem Licensed Software, you shall remove the Licensed Software from your systems.

- 11.7. Any provisions of this Contract which by their nature, extend beyond the expiry or termination of this Contract shall survive such expiration or termination.

12. Miscellaneous

- 12.1. **Quality of service.** If, at any time, you believe our service to you could be improved or if you are dissatisfied with any aspect of the Services you should raise the matter with the partner responsible for providing the Services. If you would prefer to discuss the matter with someone other than that partner, or if you wish to make a complaint, please call or write to our Managing Partner, Clients and Industries. We will investigate all complaints. You have the right to take any complaint up with the Institute of Chartered Accountants in England and Wales (the ICAEW). You may obtain an explanation of the mechanisms that operate in respect of a complaint to the ICAEW at <http://www.icaew.com/en/membership/regulations-standards-and-guidance/regulation-and-complaints> or by writing to the ICAEW at the Professional Standards Office, Level 1, Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.
- 12.2. **Managing disputes.** The parties will attempt to resolve any dispute or claim arising out of or in connection with this Contract promptly through negotiations between senior management within 60 days, failing which legal proceedings may be commenced in respect of the matter.
- 12.3. **Force majeure.** Other than a party's obligation to pay any Charges set out in the Contract, neither party will be liable for any delays or failures in performance or breach of contract due to events, causes or circumstances beyond the reasonable control of either party.
- 12.4. **Notices.** All notices hereunder shall be (i) in writing (including by email), (ii) delivered to the representatives of the parties at the addresses specified in the Contract (unless changed by either party upon written notice to the other party), and (iii) be deemed to have been received (a) at the time of delivery when delivered personally, (b) two business days if sent by first class or registered post, or (c) when sent if delivered to the recipient's correct address without any delivery error message when emailed.
- 12.5. **Subcontracting and assignment.** We may subcontract the provision of the Services or any part to any person including any Deloitte Party, but this will not affect Deloitte's responsibility for the Services. You agree not to bring any claim (whether in contract, tort, breach of statutory duty or otherwise) against any Deloitte Parties except Deloitte in respect of loss or damage suffered by you arising out of or in connection with this

Contract or the Services. No third parties have any rights (including under **the** Contracts (Rights of Third Parties) Act 1999) to enforce any part of this Contract (which can be varied or terminated without any third party's consent). Neither party may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, such consent not to be unreasonably withheld or delayed.

- 12.6. **Non-solicitation.** The parties agree that neither party will employ or engage any personnel of the other party who within 6 months of such action has been involved directly with **the** provision of the Services or has been otherwise directly connected with the Services. This provision shall not restrict the right of either party to hire personnel via a general recruitment campaign.
- 12.7. **Severance.** If any provision of this Contract is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of you and us set forth in this Contract.
- 12.8. **Compliance.** Each party will (i) comply with applicable anti-bribery laws; (ii) have and shall maintain in place throughout the term of this Contract proportionate policies and procedures, to allow compliance with applicable anti-bribery laws; and comply with applicable anti-money laundering laws.

Deloitte will not provide an individual to personally provide Services within the meaning of s61M ITEPA 2003, where that individual is engaged through an Intermediary. Deloitte warrants that it is not itself an Intermediary to which any of the conditions in s61N ITEPA 2003 apply. However, in exceptional circumstances, the parties may agree that an individual may be engaged to personally provide Services through an Intermediary. Where an individual providing the Services has been engaged by Deloitte through an Intermediary and the Buyer is required by relevant legislation to determine the employment status or deemed employment status of the individual concerned, the Buyer shall comply with the provisions of such legislation. The Buyer acknowledges that such legislative compliance shall include but not be limited to (i) determining employment status in the form of a Status Determination Statement ("**SDS**"), (ii) providing Deloitte and the individual with a copy of the SDS, (iii) responding promptly to any enquiries made by Deloitte or the individual

about such SDS, (iv) taking reasonable care, and (v) meeting any applicable time limit. The Buyer accepts and agrees that where such legislation renders the Buyer and/or Deloitte liable for any tax and/or social security contributions in respect of the Services in consequence of the Buyer's failure to comply with requirements of the legislation or any error made by the Buyer, Deloitte shall not be liable to compensate the Buyer for any such liability or part thereof, and the Buyer shall compensate Deloitte in full for any liability for which Deloitte is determined to be liable which arises in consequence of any such failure or error by the Buyer. Deloitte shall use reasonable endeavours to provide the Buyer with relevant information in its possession to assist the Buyer in making the SDS. Deloitte shall offer the Buyer such assistance in complying with its obligations under the legislation as is reasonable and necessary.

For the purpose of this clause 10.8, "**Intermediary**" means any entity within the meaning of Intermediary for the purposes of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**").

- 12.9. **Governing law and jurisdiction.** This Contract and the relationship between the parties is subject to and governed by and will be interpreted in accordance with English law. Any dispute arising on any basis from or under this Contract or the relationship between the parties will be subject to the exclusive jurisdiction of the Courts of England and Wales. Nothing in this Contract will prevent either party from bringing legal proceedings at any time in any jurisdiction to protect or enforce its legal rights in respect of any Intellectual Property Rights or Confidential Information (including but not limited to seeking an injunction).

13. Audit

On Prem Licensed Software

- 13.1. In relation only to any On Prem Licensed Software and subject to Deloitte's obligations of confidentiality, you shall permit Deloitte to inspect and have access to your premises at or on which the Licensed Software is being kept or used, and have access to any records kept in connection with this Contract for the purposes of ensuring that you are complying with the terms of this Contract, provided that Deloitte provides reasonable advance notice to you of such inspections, which shall take place at reasonable times. Deloitte shall use its reasonable endeavours to ensure that the

conduct of each inspection does not unreasonably disrupt your business operations. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 13, unless the inspection identifies a material default by you, in which case you shall reimburse Deloitte for all its reasonable costs incurred in the course of the inspection.

Deloitte Hosted Licensed Software

- 13.2. In relation only to any Deloitte Hosted Licensed Software, you acknowledge we reserve the right to review your use of the Licensed Software to confirm compliance with the terms of this Contract and any applicable acceptable use policy as referenced in the Contract, and to suspend an individual Authorised User's access to the Licensed Software if there has been a violation of such restrictions.
- 13.3. In the event that your use of any Licensed Software exceeds any restrictions in this Contract, without prejudice to Deloitte's rights or remedies, you agree to pay us an amount equal to the Charges which we would have levied (in accordance with its then current normal commercial terms) had you licensed any such excess use on the date when such use commenced. You shall pay such additional invoices in accordance with the provisions of the Call-Off Contract.

14. Security in relation to Deloitte Hosted Licensed Software

- 14.1. For Deloitte Hosted Licensed Software, we will maintain in accordance with good industry practice (i) administrative, physical, and technical standards for the protection of the security, confidentiality and integrity of the Deloitte Hosted Buyer Data, and such standards will comply with the principles of ISO/IEC27001, and (ii) controls designed to protect the Licensed Software against viruses, malware or malicious code that causes the Licensed Software or the Deloitte Hosted Buyer Data to become impaired, disrupted, erased or incapable of use.
- 14.2. We will be responsible for backing-up any Deloitte Hosted Buyer Data in accordance with our procedures for backing-up customer data. In the event of any loss or damage to Deloitte Hosted Buyer Data, your sole and exclusive remedy shall be for us to use reasonable endeavours to restore the lost or damaged Deloitte Hosted Buyer Data from the latest back-up of such Deloitte Hosted

Buyer Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Deloitte Hosted Buyer Data caused by any third party (except those third parties contracted by us to perform Services related to Deloitte Hosted Buyer Data maintenance and back-up).

15. Machine Learning

15.1. This clause shall only apply where the Licensed Software contains Machine learning Elements. For the purposes of this clause the following terms have the following meanings:

“Machine Learning Decisions” means the Expected Value Outputs of any Machine Learning Element, including any Edge Case Decisions;

“Machine Learning Element” means the Machine Learning elements (if any) of the Licensed Software, including any trained machine learning elements of the Licensed Software after processing or otherwise ingesting any Buyer Data;

“Machine Learning” means computer tools containing machine learning algorithms that analyse and parse patterns, relationships and correlations between multiple data elements; computer vision processing algorithms enabling machine perception of data elements;

“Edge Case Decision” means any Machine Learning Decision at the margins of the Expected Value Output;

“Expected Value Output” means a statistical range of probable outputs, based on a Gaussian distribution probability curve derived from the algorithmic architecture of the Machine Learning Element as applied to the applicable use case; and

“Functional Improvements” means enhancements to the operational efficiency and performance of a Machine Learning Element by improving its ability to process unstructured and structured data following, which operational efficiencies may be in the form of underlying relational algorithmic improvements containing images; and/or natural language processing algorithms enabling machine perception of data elements containing natural language.

15.2. You acknowledge that by submitting any Buyer Data to be processed and/or ingested that the Machine Learning Element (if any) may analyse and use the Buyer Data to achieve Functional Improvements. The Buyer Data utilised in making such Functional Improvements shall be anonymised and/or aggregated with other data (including Deloitte data as applicable) and we will seek to ensure that no Buyer Data shall be identifiable in any Functional Improvements. You agree that such Functional Improvements are part

of the Machine Learning Element and shall belong to Deloitte on creation. Such Functional Improvements may be used for the benefit of our other clients and third parties we work with.

15.3. We do not warrant that any Machine Learning Element will not make any Edge Case Decisions. In particular, we do not provide any warranty in connection with any Machine Learning Decisions made by any Machine Learning Element (as applicable).

Supplier Terms Part 5 Appendix – Vendor Terms

The following terms and policies shall be applicable if and to the extent the G-Cloud 15 Service incorporates, implements or relies upon elements from the following technology vendors.

AMAZON WEB SERVICES ("AWS")

Service Terms: <http://aws.amazon.com/serviceterms>

Acceptable Use Policy: <http://aws.amazon.com/aup>

Data Processing Addendum: [AWS Data Processing Addendum](#)

Privacy Notice: <http://aws.amazon.com/privacy>

GOOGLE CLOUD PLATFORM ("GCP")

Service Terms: [Google Cloud Platform Terms Of Service](#)

Acceptable Use Policy: [Google Cloud Platform AUP | Google Cloud](#)

Cloud Data Processing Addendum (Customers): [Cloud Data Processing Addendum | Google Cloud](#)

Service Specific Terms: [Service Specific Terms | Google Cloud](#)

Service Level Agreements: [Google Cloud Platform Service Level Agreements | Google Cloud](#)

Technical Support Services Guidelines: [Google Cloud Platform: Technical Support Services Guidelines](#)

ORACLE

Services Agreement: [Online Cloud Services Agreement - UK Version](#)

OCI US Service Agreement: [Oracle Cloud Service Agreement - US Version](#)

MICROSOFT AZURE CLOUD PLATFORM ("Azure")

[Microsoft Azure Legal Information | Microsoft Azure](#)

Cloud Agreement: [Microsoft Cloud Agreement](#)

Online Subscription Agreement: [Microsoft Online Subscription Agreement](#)

Privacy Statement: [Microsoft Privacy Statement](#)

Data Protection Addendum: [Microsoft Products and Services Data Protection Addendum](#)

Service Level Agreements: [Service Level Agreements](#)

RELATIVITYONE ("RelativityOne")

1.1. **Use of RelativityOne.** Buyer acknowledges that Supplier will be using a third-party vendor's software platform, RelativityOne, provided by Relativity, to provide the eDiscovery services under the Call-Off Contract. The Buyer acknowledges that the Supplier is not providing a direct software licence for RelativityOne but the Buyer may receive incidental access to RelativityOne as one of the Supplier's own authorised users. Therefore, any framework Contract provisions pertaining to the direct licensing, ownership, or transfer of software Intellectual Property Rights to the Buyer do not apply. RelativityOne is not an ICT Service and Call-Off Schedule 6 does not apply. The Buyer acknowledges that the Intellectual Property Rights for the core RelativityOne platform remains with Relativity, and IPR for Deloitte's proprietary features and enhancements remains with Deloitte. Contract provisions implying Buyer ownership or broad modification rights over these third-party or Deloitte-owned IPRs do not apply.

1.2. **RelativityOne Access.** The Supplier will make the data available on RelativityOne for a period agreed with the Buyer (and access will cease automatically upon the expiry or termination of the Call-Off Contract). Nominated users will be provided access to RelativityOne as appropriate, which is to be used in accordance with the Supplier's RelativityOne terms and conditions, which are available on the log on page to RelativityOne and which users must agree to before accessing the platform. The Buyer will be responsible for their nominated users' compliance with RelativityOne platform terms and conditions. The Supplier may also utilise RelativityOne to facilitate the performance of other services under the Call-Off Contract.

Although uploaded information to RelativityOne is scanned for viruses and/or malicious software, users are advised to use appropriate anti-virus software. Supplier will use all reasonable endeavours to ensure uploaded information is free from viruses and/or malicious software, however Supplier cannot guarantee that such documents and other material hosted on RelativityOne will be free from viruses and/or malicious software, and Supplier is not responsible or liable for any

damage caused by viruses and/or malicious software.

- 1.3. **RelativityOne Downtime.** The Buyer acknowledges that regular maintenance is scheduled on RelativityOne, generally during a weekly window of 2 hours 22:00-24:00 every Saturday, and on a monthly basis for 8 hours 22:00 Saturday to 6:00 Sunday, and access to the platform will not be available during the performance of such maintenance. The Buyer will receive reasonable advance notice for any unscheduled maintenance.
- 1.4. **Status of Relativity.** The Buyer agrees that Relativity is not considered a Subcontractor to the Supplier for the purposes of the Contract. Consequently, no terms, conditions, or obligations from the Contract will flow down to Relativity. The Supplier will, however, ensure its service delivery and contractual obligations to the Buyer are met, managing any interfaces with Relativity as required to deliver the managed eDiscovery service.
- 1.5. **Audit.** While Deloitte's Services are subject to audit, the Buyer agrees that direct audit rights over Relativity's core platform, infrastructure, or source code are not available. Assurance for Relativity's platform will be provided via industry-standard certifications and reports.
- 1.6. **Navigaite.** The RelativityOne platform includes Navigaite, an automated document review tool that utilises generative artificial intelligence ("GenAI") and deep learning-based natural language processing that, subject to agreement of Buyer and Supplier (which need not be in writing), may be used in connection with the review of the Buyer's documents as part of the document review services (the "Navigaite Tool" or "Tool"). Buyer and Supplier acknowledge that Navigaite utilises generative AI functionality through Microsoft Azure OpenAI.

Navigaite is used to provide GenAI-powered additional document analytics features, including summarisation, categorisation and enhanced computer assisted review of the data, to facilitate understanding of a document population and identification of key documents. Computer assisted review is only validated via statistical methods and therefore cannot replace a human doing the same. Qualified legal counsel provided by the Buyer or other Buyer-side reviewers and investigators will review the outputs of Navigaite to determine if they are relevant or if other

documents hosted in RelativityOne, not identified by Navigaite, are also relevant and if the documents are subject to, or not subject to, production in discovery or otherwise. Qualified legal counsel provided by the Buyer or other Buyer-side reviewers and investigators will also provide guidance in refining the Navigaite prompts.

The investigative chatbot feature of Navigaite utilises Retrieval Augmented Generation (RAG) and the Buyer understands that the accuracy and level of detail in the responses is dependent on a) the population of documents it is scoped across ("AI Index") and b) the specificity and structure of the prompts submitted. The Supplier provides guidance on the selection of the AI Index and engineering the prompts. The Buyer accepts that should they interact with the chatbot without consulting the Supplier, the Supplier is not responsible for any errors or inaccurate information as a result of improper use.

Use of Navigaite is based on the Supplier's understanding of AI Applicable Laws as at the date of the Call-Off Contract. The Supplier may at any time amend the scope of the Services of the Call-Off Contract, in order to comply with any changes in AI Applicable Laws and, as a result, the Supplier may adjust the relevant Charges accordingly. "AI Applicable Laws" in this section means all laws in England and Wales and any other regulations, statutory instruments, case law, directives, by-laws, regulatory requirements, codes of practice and regulatory policies, codes of guidance (as published by a regulator or competent authority in England and Wales) each as relates to Navigaite and as may be in force from time to time. The Buyer acknowledges that the Supplier is not providing legal services under this Contract and any discussion of AI Applicable Laws relates solely as to how the Buyer apply to the functions of Navigaite.

The Buyer shall comply with any obligations under Data Protection Legislation applicable to them as a controller and which arise as a result of the use of Navigaite.

- 1.7. **Relativity aiR.** The RelativityOne platform includes Relativity aiR, an automated document review tool that utilises GenAI and deep learning-based natural language processing that, subject to agreement of Buyer and Supplier (which need not be in writing), may be used in connection with the review of the Buyer's documents as part of the document review services ("**Relativity aiR**").

Relativity aiR is used to provide GenAI-powered additional document computer assisted review of the data, to facilitate understanding of a document population and identification of key documents. Computer assisted review is only validated via statistical methods and therefore cannot wholly replace a human doing the same. Qualified legal counsel provided by the Buyer or other Buyer-side reviewers and investigators will review the outputs of Relativity aiR to determine if they are relevant or if other documents hosted in RelativityOne, not identified by Relativity aiR, are also relevant and therefore subject to, or not subject to, production in discovery or otherwise. Qualified legal counsel provided by the Buyer or other Buyer-side reviewers and investigators will also provide guidance in refining the Relativity aiR prompts.

Use of Relativity aiR is based on the Supplier's understanding of AI Applicable Laws as at the date of the Call-Off Contract. The Supplier may at any time amend the scope of the Services of the Call-Off Contract, in order to comply with any changes in AI Applicable Laws and, as a result, the Supplier may adjust the relevant Charges accordingly. "AI Applicable Laws" in this section means all laws in England and Wales and any other regulations, statutory instruments, case law, directives, by-laws, regulatory requirements, codes of practice and regulatory policies, codes of guidance (as published by a regulator or competent authority in England and Wales) each as relates to Relativity aiR and as may be in force from time to time. The Buyer acknowledges that the Supplier is not providing legal services under this Contract and any discussion of AI Applicable Laws relates solely as to how the Buyer apply to the functions of Relativity aiR.

The Buyer shall comply with any obligations under Data Protection Legislation applicable to them as a controller and which arise as a result of the use of Relativity aiR.

- 1.8. **Artificial Intelligence and Machine Learning (other than NavigAite and Relativity aiR).** Supplier will use Artificial Intelligence and Machine Learning ("AI&ML") to enable or facilitate the analysis and interpretation of data as required. AI&ML means technology, tools or software able to perform tasks normally requiring human intelligence or able to learn and adapt without following explicit instructions, by using algorithms and statistical models to analyse and draw inferences from patterns in data. Supplier uses AI&ML as part of a Technical Assisted Review

(TAR) protocol, commonly used in the provision of e-discovery services, whereby computer software electronically classifies documents and is dependent on the input of qualified legal counsel, provided by Buyer. Outputs of AI&ML and TAR depend on the type, amount and quality of data ingested by the model as well as the encoded correlations and therefore outputs might differ if any or all of these parameters change.

- 1.9. **Speech Recognition Software.** Subject to agreement of Buyer and Supplier in writing, the Supplier will use applicable software to perform speech recognition tasks, such as automated language translation, automated voice transcription or automated redactions. Because human language is complex, results will vary depending on the source data for each automated service. No automated translation, transcription or redaction is perfect nor is it intended to replace a human doing the same.
- 1.10. **Handling Original Electronic Evidence.** In the event of the Supplier being required to handle original electronic evidence, the Supplier will use best practice to minimise any impact on the original electronic equipment that the Supplier will use or examine. However, with any electronic equipment or data storage device there is always a possibility of a hardware failure when equipment is switched on or accessed. This is a function of the material under review and is outside of the Supplier's control. The Supplier takes no responsibility for any such failure, should it occur, or any events arising from such failure.
- 1.11. **Return of Electronic Data.** Following the Supplier's completion of Services under the Call-off Contract, the Supplier will return to Buyer or securely destroy any electronic data that Supplier collected from Buyer's systems as part of the Services. Supplier will provide to Buyer an inventory of data requesting Buyer's instructions as to whether it should be returned or destroyed.
- In order to comply with Supplier's regulatory obligations, Supplier is obliged to retain one copy of any output or analysis created throughout Supplier's processing of Buyer's data that may be necessary to support the opinions or conclusions of Supplier's work. Supplier will continue to comply with applicable confidentiality obligations.
- 1.12. **Audit Requirements.** The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it:

- a) includes any technical vulnerability or penetration testing of the Supplier's system; and/or
- b) may potentially breach Supplier's client confidentiality obligations; and/or
- c) is outside the scope of services provided to the Buyer under the Call-off Contract.

VALUEPATH ("ValuePath")

- 1.1. As part of the Services, by specific agreement with the Buyer, the Supplier may utilise and provide the Buyer with access to a third-party vendor's online hosted programme management tool ("**ValuePath**"), which would be configured by the Supplier following discussion and agreement with the Buyer to meet the requirements for the Services. In the event the Buyer wishes the Supplier to make use of ValuePath, the Supplier will use Shibumi.com, Inc ("**Shibumi**"), in connection with the configuration and facilitation of ValuePath. Please note that Shibumi is a separate and independent entity and is not affiliated to or controlled by the Supplier.
- 1.2. The Buyer acknowledges that the Supplier is not providing a direct software licence for ValuePath but the Buyer may receive access to ValuePath as one of the Supplier's own authorised users. Therefore, any framework Contract provisions pertaining to the direct licensing, ownership, or transfer of software Intellectual Property Rights to the Buyer do not apply. ValuePath is not an ICT Service and Call-Off Schedule 6 does not apply. ValuePath is provided using Shibumi's proprietary platform and technology, and the Buyer acknowledges that the Intellectual Property Rights for the the ValuePath platform remains with Shibumi, and IPR for the Supplier's proprietary features and enhancements remains with the Supplier. The Contract provisions implying Buyer ownership or broad modification rights over these third-party or Supplier-owned IPRs do not apply.
- 1.3. Before providing the Buyer with access to ValuePath, the Buyer would need to provide the Supplier with names and contact details of those of the Buyer's personnel who the Buyer wishes to have access to it. Each authorised user will be provided with unique login credentials (username and password) which are confidential and must not be shared with any other person. Each login may only be used by one individual user. The Buyer would also need to inform the Supplier in writing if it no longer wishes any of its personnel to have access to ValuePath (for example, if they are no longer involved in the Services, or if they

have ceased to be employed by the Buyer), so that the Supplier can terminate their access to ValuePath. The Supplier would re-enable the relevant user account access on the Buyer's written request. The Supplier may authorise designated Buyer personnel as administrators following agreed training completion. Buyer personnel would then have the capability and responsibility for authorising user access. The Buyer must promptly notify the Supplier if it becomes aware of any unauthorised use of or access to ValuePath, and the Supplier will take steps to terminate such unauthorised access

- 1.4. As part of the Buyer's decision about whether the Buyer would like us to use ValuePath, the Supplier would discuss and agree on security access protocols for Buyer personnel and authorised third parties. The default option is Single Sign-On ("SSO") which can be configured to the requirements of the Buyer's enterprise security team as part of the set-up process.
- 1.5. In using ValuePath, the Buyer and its authorised users must:
 - (a) use ValuePath in accordance with all applicable laws and regulations, including but not limited to data protection legislation, trade secret, copyright, trademark, and export control laws;
 - (b) not abuse or fraudulently use ValuePath;
 - (c) not process or permit to be processed through ValuePath the data of any third party that is not expressly authorised to access and use ValuePath;
 - (d) not attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source code of any part of the ValuePath platform or Shibumi's technology;
 - (e) not access, alter, or destroy any information of any other customer of Shibumi by any fraudulent means or device, or attempt to do so; and
 - (f) use commercially reasonable efforts to ensure that all information transmitted through ValuePath complies with all applicable laws and regulations.
- 1.6. If the Buyer posts or modifies information on ValuePath (the "Provided Information"), the Buyer are responsible for ensuring that it is not defamatory, indecent, and does not infringe the intellectual property or data privacy rights of any

third party, or is otherwise unlawful. Although the Supplier has no obligation to verify or otherwise review any Provided Information (unless the Supplier has agreed to do so as part of the Services) the Supplier may remove any Provided Information that the Supplier reasonably considers has been placed on ValuePath in breach of this paragraph.

- 1.7. Where the Buyer uploads Personal Data to ValuePath, it acknowledges that Shibumi will process such personal data as a sub-processor on the Supplier's behalf in order to provide ValuePath to the Buyer. Such processing will be conducted in accordance with applicable Data Protection Legislation and Shibumi's obligations to the Supplier. The Buyer must ensure that it has all necessary legal bases and consents to upload and process Personal Data through ValuePath and that it complies with all applicable Data Protection Legislation in doing so.
- 1.8. ValuePath and information posted on it may contain links to third party material over which the Supplier has no control. If the Buyer accesses and/or uses such material, the Buyer does so at its own risk. Shibumi and the Supplier disclaim any liability resulting from or related to the performance or non-performance of internet services provided or controlled by third parties.
- 1.9. Buyer accepts and agrees that its Confidential Information stored in ValuePath will be hosted by Amazon Web Services in the cloud in the UK or as agreed between the parties in writing from time to time.
- 1.10. ValuePath is provided on an "as is" basis. Whilst the Supplier will use reasonable efforts to ensure ValuePath operates effectively for the purposes of the Services, neither the Supplier nor Shibumi warrant that the operation of ValuePath will be uninterrupted or error-free, or that ValuePath will be free from viruses or other harmful components. Neither the Supplier nor Shibumi shall be liable for any delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside the Supplier's or Shibumi's reasonable control.
- 1.11. **Availability.** The Supplier will use commercially reasonable efforts to ensure ValuePath is available for use, subject to scheduled maintenance windows and circumstances beyond the Supplier's or Shibumi's reasonable control.

- 1.12. **Status of ValuePath.** The Buyer acknowledges that ValuePath is a third-party technology platform provided by Shibumi, which the Supplier uses as a tool to deliver the Services. Shibumi is a technology provider to the Supplier and not a Subcontractor performing the Services on the Supplier's behalf. Accordingly, the Contract provisions relating to Subcontractors do not apply to Shibumi and no terms, conditions, or obligations from the Contract will flow down to Shibumi. The Supplier remains fully responsible to the Buyer for delivery of the Services, including any aspects that involve use of the ValuePath platform.
- 1.13. **Audit.** While the Supplier's Services are subject to audit, the Buyer agrees that direct audit rights over the Shibumi core platform, infrastructure, or source code are not available.

Supplier Terms Part 6 – Product Resale Terms

These Product Resale terms apply to elements of the G-Cloud 15 Service which relate to the resale of technology products.

Definitions

"Deloitte", **"we"**, **"us"** or **"our"** means Deloitte LLP.

"Product" means the product described in the Contract and any relevant purchase order, (including any parts, components, accessories, managed/professional services and/or cloud services. The Buyer understands, acknowledges and agrees that the Products are the products of third party providers (**"Provider"**) and are not proprietary to Deloitte.

"you" or **"your"** means the Buyer.

1. Price and Payment Terms

- 1.1. Prices for the Products shall be as set out in the Order and payment in full is due on receipt of an invoice. Interest on any payment or part payment unpaid after thirty (30) days shall accrue daily at an annual rate of interest of 2% above the base rate from time to time of the Bank of England.

2. Taxes

- 2.1. In addition to the purchase price or other charges to be paid by the Buyer under this Agreement, the Buyer shall pay any applicable taxes, duties, tariffs or assessments however designated and whenever they occur (except taxes levied against Deloitte income), including without limitation value added tax and similar taxes, in each case in the manner and in the amount prescribed by law.

3. Shipment, Delivery / Availability of Products

- 3.1. Shipment, delivery and availability of Products shall be in accordance with the Provider's terms and conditions, a copy of which is available to the Buyer on written request. Risk of loss shall pass to the Buyer at the time the Provider transfers risk of loss to the Buyer or Deloitte in accordance with the Provider's terms and conditions. DELOITTE SHALL NOT BE LIABLE FOR ANY FAILURE OF THE PROVIDER TO MEET CUSTOMER'S DELIVERY DATES. On delivery the Buyer shall within 3 working days inspect the Products and notify Deloitte of any damage to, or short delivery of, the Products.

4. Cancellations and Returns

- 4.1. Any charges incurred by Deloitte as a result of changes to or cancellations of an Order by the Buyer, cancellations by Deloitte pursuant to Clause 10, or returns by the Buyer shall be paid by the Buyer.

5. Title and Security Interest

- 5.1. Unless otherwise indicated in an Order, title to the purchased Products (or in respect of Products that are software, title to the media on which the software is delivered) shall pass to the Buyer on the latest of the date (1) when title passes to Deloitte from the Provider, (2) when the Buyer has made full payment of the purchase price, and (3) (where required) when the Buyer has entered into any required end user licence agreement with the licensor.

6. Use of Products

- 6.1. At the request of Deloitte, the Buyer shall certify in writing that the Products pursuant to any Order are for its own internal use. In terms of cloud services, the Buyer shall promptly report to Deloitte any actual use in excess of the number of authorised users or other applicable usage metric authorised in the Order. The Buyer shall pay fees for any usage in excess of the applicable usage metrics in accordance with the Provider's terms and conditions. The Buyer agrees that such fees shall accrue from the date the excess use began.

7. Software/Data/Content Licence(s)

- 7.1. Deloitte does not purport to grant any licence to software, data or content Products under this Agreement. The Buyer agrees to be bound by and/or execute the Provider's (or other third party's) software, data or content licence agreement as required, including as set out in "Supplier Terms Part 7 Appendix – Provider Terms for Resale" and/or as otherwise agreed with the Buyer in the Order Form.

8. Indemnification

- 8.1. The Buyer agrees to indemnify and hold Deloitte harmless from any and all liability, loss, damages and other costs (including but not limited to legal expenses) of any nature arising out of the Buyer's purchase, use or possession of the Products. This indemnity shall survive the termination for any reason of this Agreement.

9. Warranties

- 9.1. Deloitte is not the manufacturer or provider of the Products and makes no warranties and gives no undertakings of any kind with respect to the Products, which are provided by Deloitte "AS IS". Deloitte will not perform any related services and therefore makes no warranties and gives no undertakings of any kind with respect to such services. Deloitte does, however, to the extent possible, assign to the Buyer all warranties in relation to the Product(s) provided by the Provider subject to the relevant provisions of the Provider's terms and conditions.
- 9.2. THE FOREGOING ASSIGNMENT IS IN LIEU OF ALL WARRANTIES, CONDITIONS AND UNDERTAKINGS IMPLIED BY STATUTE, COMMON LAW OR USAGE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Termination

- 10.1. This Agreement may be terminated (1) by either party at any time without cause or (2) by Deloitte for any breach (whether or not material) of any of Clauses 1, 2, 4, 6, 7 or 8 by the Buyer, in each case upon thirty (30) days' prior written notification to the other party. Deloitte may terminate this Agreement by notice to the Buyer with immediate effect if Deloitte reasonably considers that the ownership of the Buyer or the existence of this Agreement causes or is likely to cause Deloitte or any member of the Deloitte group or a Deloitte member firm to be in breach of its independence or other regulatory requirements. Upon any termination, any and all outstanding payments shall become due and payable. Termination howsoever occurring shall not affect the obligations of the parties in respect of any Order not yet completed, provided that if such termination is by Deloitte for breach or due to independence or regulatory requirements then (i) Deloitte may at its option cancel any outstanding Orders for Products and (ii) the Buyer shall be liable for any cancellation charges levied by the Provider in respect of such cancellations. For the avoidance of doubt, termination of this Agreement shall not terminate the term of any software Product or maintenance term paid for by the Buyer or affect any right or liability which has accrued before termination or any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination.

11. Limitation Of Liability

- (a) Nothing in this Agreement shall exclude or restrict any liability if and to the extent such liability cannot by law be excluded or limited.
- (b) DELOITTE'S LIABILITY IN AGGREGATE FOR ALL CLAIMS UNDER OR IN CONNECTION WITH THIS AGREEMENT IN RELATION TO ANY PRODUCTS, REGARDLESS OF THE FORM OF ACTION (I.E. WHETHER IN CONTRACT OR TORT OR PURSUANT TO STATUTE, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), SHALL NOT EXCEED THE AGGREGATE PAYMENTS MADE BY CUSTOMER FOR THE RELEVANT PRODUCT(S). IN NO EVENT WILL DELOITTE BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR (II) ANY LOST PROFITS, REVENUE, SAVINGS, BUSINESS OR OPPORTUNITY OR ANY LOSSES RELATED TO GOODWILL OR REPUTATION, EVEN WHERE SUCH LOSSES ARE DIRECT LOSSES AND/OR EVEN IF CUSTOMER HAS ADVISED DELOITTE OF THE POSSIBILITY OF SUCH LOSS.

12. Force Majeure

- 12.1. Except for the payment of money due, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

13. General

- 13.1. The Buyer acknowledges and agrees that any purchase order issued by the Buyer is for administrative purposes only and that this Agreement takes precedence over, and replaces, any terms and conditions or prices that may appear on any the Buyer purchase order.
- 13.2. the Buyer may not assign, subcontract or otherwise transfer (or charge, encumber or otherwise deal with) any of its rights and/or obligations under this Agreement.
- 13.3. Deloitte's failure to exercise any of its rights under this Agreement shall not constitute or be deemed a waiver or forfeiture of such right(s). If any provision of this Agreement shall be deemed or found invalid or unenforceable, the parties agree that all other provisions shall remain unimpaired and unaffected thereby.
- 13.4. This Agreement and any attachment shall be governed by and construed in accordance with the

laws of England and the parties submit to the exclusive jurisdiction of the English Courts

- 13.5. This Agreement and schedules constitute the entire understanding between the parties in respect of the subject matter of this Agreement and supersede any previous communications, representations, or agreements by either party, whether oral or written. No change to any of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by an authorised representative of each party.

Supplier Terms Part 7 Appendix – Provider Terms for Resale

The following terms shall apply in respect of the resale of any products and licenses from the following Providers under the G-Cloud 15 Service, as applicable.

IBM

IBM Maximo Application Terms as applicable: [IBM Terms](#)

Cloud Services Agreement: <http://www.ibm.com/terms/csa>

Privacy Statement: [IBM Privacy Statement](#)

Data Processing Addendum: <https://www.ibm.com/support/customer/csol/terms/?ref=Z126-7870-06-09-2025-zz-en>

ZOHO

General Terms and Policies: [Zoho - Terms of Service](#)

Product-Specific Terms, as applicable: [Zoho - Terms of Service](#)

Privacy Policy: <http://www.zoho.eu/privacy.html>

SERVICENOW

Applicable Product Documentation: [ServiceNow • Docs | ServiceNow](#)

Applicable Product Specific Terms: [Product Specific Terms - ServiceNow](#)

Customer Agreement and Terms, including Customer Support, Addendum, Data Security Addendum and Data Processing Addendum: [Legal Schedules | ServiceNow](#)

Supplier Terms Part 8 – Supplier Call-Off Special Terms

Notwithstanding any provision to the contrary in the Framework and Call-Off Terms which may conflict with this section of Supplier Call-Off Special Terms, the Supplier tenders the G-Cloud 15 Service on the basis of the following terms. Such provisions shall be treated as incorporated as Call-Off Special Terms within any Order Form relating to the G-Cloud 15 Service.

1. Call-Off Special Terms

- 1.1. Where a Buyer has opted and/or consented to the use of Offshore Supplier Staff, such Staff shall be vetted in accordance with Good Industry Practice according to the local standard but may not comply with 7.1.2(b) of the General Terms and/or any specific vetting requirements and/or security clearance that may be contained in the Security Requirements.
- 1.2. Given the nature of the Supplier's business, if providing the Services causes the Supplier to breach regulatory, conflict or professional rules, the Supplier will discuss any Service impacts/mitigations (including potential termination) with the Buyer in a timely manner.
- 1.3. The Supplier will modify and enhance the Supplier Existing IPRs during the Services which the Supplier will retain. The Buyer's rights to any new IPR developed as part of the engagement will not be affected.

2. Security and Audit-related Special Term

On award, the Supplier and Buyer will tailor the security requirements/obligations, back-up arrangements and audit parameters so that they reflect and align to the nature of the Services, the manner in which the Services will be delivered (including, but not limited to, our infrastructure arrangements that will support delivery) and prevailing industry approaches.

3. Regulated Legal Services Special Terms

The following Call-Off Special Terms shall be applicable where the Services provided by the Supplier will be regulated legal services.

- 3.1. The Supplier is a licenced body under the Legal Services Act 2007 and is authorised and regulated by the Solicitors Regulation Authority ("SRA") under SRA Number 646135.
- 3.2. In accordance with the requirements of the SRA, the Supplier's total aggregate liability shall be no

less than three million pounds (£3,000,000) and no more than the greater of five million pounds (£5,000,000) or 150% of the Estimated Yearly Charges.

- 3.3. Any indication in this Call-Off Contract that Supplier is not providing legal services shall not apply in relation to regulated legal services.
- 3.4. The Supplier will investigate all concerns or complaints regarding the quality of the Services. If the Buyer would prefer to raise the matter with someone other than the lawyer responsible for supervising the Regulated Legal Services, please contact the Supplier's compliance officer for legal practice, currently Roger Wightman. If the Supplier does not provide the Buyer with a satisfactory resolution to their complaint, the Buyer may refer the matter to the Legal Ombudsman in accordance with the ombudsman scheme rules. The Buyer also has certain rights of appeal to the UK courts in relation to fees under the Solicitors Act 1974. Where the Buyer believes that the Supplier has not conducted itself in accordance with the Principles and relevant rules of the Solicitors Regulation Authority the Buyer may raise this with them. The applicable professional rules can be accessed at <https://www.sra.org.uk/solicitors/standards-regulations/>.
- 3.5. If the Supplier provides to the Buyer legal advice or if the Supplier acts for the Buyer in contemplated or actual legal proceedings, communication produced in relation to these regulated legal services may be privileged.
- 3.6. Without affecting in any way or on any basis the confidential nature of legal advice that may be provided and the legal privilege that applies or may apply to any such legal advice, the Buyer consents to lawyer members of the engagement team disclosing legal advice to non-lawyer members of the same engagement team on request or at the discretion of the lawyers, providing such disclosure is made on a strictly confidential basis. This consent to disclose is given to facilitate the provision of the Services, on condition that all engagement team members are informed by the Supplier that such consent does not amount to a waiver of legal privilege for any purpose or in any context.
- 3.7. In an effort to maintain confidentiality and avoid loss of legal professional privilege that may apply to the Deliverables and legal advice, the Supplier will deliver the Deliverables and legal advice only

to the Buyer team described in the Order Form and not to any other Beneficiaries. Should the Buyer distribute the Deliverables and legal advice more widely, this should be done on a confidential basis and mindful of the risk of loss of any legal professional privilege that attracts to the applicable Deliverables or legal advice.

- 3.8. If the Buyer disseminates privileged documentation to a third party, including a Beneficiary, whether internally or externally, it may be waiving privilege and should discuss this with the Supplier in advance.
- 3.9. The Buyer agrees that the Supplier is not under any obligation to disclose to the Buyer or use for the Buyer's benefit any documents or information in respect of which the Supplier owes a duty of confidentiality to any other party.
- 3.10. In the event that an actual or anticipated conflict of interest arises during the course of the engagement, the Supplier may be obliged to cease acting for the Buyer and/or the other party. The Buyer reserves the right to continue to advise one of the parties involved, subject to any legal or professional restrictions.

Supplier Terms Schedule 9 – Supplier Shared Responsibility Model

These Service specific clarifications and Buyer responsibilities in this Schedule 8 shall apply where a G-Cloud 15 Call-Off Contract includes each of the following services.

The Buyer agrees to the following terms with respect to any **security and penetration testing** of the Buyer's system:

- a) the following areas are specifically excluded from the Services (unless explicitly specified in the Call-Off Contract for each testing phase):
 - Denial of Service exploitation, physical security and social engineering;
 - Business as Usual processes, such as patch management, change management, and access control;
 - implementation of remediation actions suggested;
 - business partner systems;
 - transmission security within any service provider's network;
 - personnel security within Buyer and/or third parties; and/or
 - any other test not explicitly defined in the Services;
- b) when requested, Buyer will provide all documentation and access to resources required to carry out the defined Services;
- c) the Buyer will provide an appropriate working environment for the Supplier team when working on site if required to progress security testing;
- d) the Buyer will make available skilled personnel in the locations and at the times reasonably requested by Supplier;
- e) the Buyer will co-ordinate and manage the relationship with any other third party as engaged by Buyer who may be involved in the delivery of the Services;
- f) by entering into this Call-Off Contract, the Buyer confirms that Buyer is the owner of any systems to be tested;
- g) prior to commencement of the Services, the Buyer must obtain explicit approval from its hosting provider (where applicable) for the Supplier to perform a penetration test in the form of a Release Letter of the form provided by Deloitte;
- h) the Buyer authorises the Supplier to perform security testing services against systems, processes, and people 'owned by', 'under the control of', or 'employed by' the Buyer as agreed in the scenarios and campaigns to be provided in sufficient time for agreement to be reached before testing commences;
- i) the Buyer acknowledges and agrees that any external testing over the internet will be performed from a number of locations under the Supplier's control that may change and may not be obviously registered to the Supplier;
- j) the Buyer will review and approve the proposed targets of the testing and will ensure that Buyer has the authority to authorise the testing of such targets. The targets of the testing will be restricted to an agreed set of objectives and cyber attack campaigns that could include system attacks as confirmed by the Buyer;
- k) as a person entitled to control access to, and determine whether any modification should be made to the programs and data of Buyer's computer systems, for the purposes of the Computer Misuse Act 1990 and the Police and Justice Act 2006, Buyer authorises Supplier and its employees to attempt to gain access to systems, 'owned' by Buyer after mutual agreement of the security testing campaigns. Buyer confirms that in doing so, or attempting to do so, there will be no infringement of the Computer Misuse Act 1990, the Police and Justice Act 2006 or other applicable legislation in relation to any of Buyer's, or third parties' programs and data;
- l) the Buyer will make reasonable efforts to ensure that any proprietary tools, techniques, and procedures that may be used in this engagement are not provided to security service providers where this is outside of the Buyer's normal response processes;
- m) any report and outputs of the Services are produced solely for Buyer's use. These may contain sensitive and confidential information as well as Supplier's Intellectual Property Rights and as such should not be released to a third party without Supplier's prior written consent;
- n) the Buyer may have taken out insurance cover for events of the type in which the Buyer asks the Supplier to become involved. Should there be any possibility that the Buyer may wish to make a claim under such a policy, it is the Buyer's responsibility to ensure that Buyer abides by its terms and

conditions and that the Supplier's engagement by Buyer will not result in the Buyer's insurer refusing to meet the claim. The Supplier cannot accept any responsibility for invalidation of such a policy;

- o) Buyer acknowledges and agrees that our performance of the Services is dependent on the timely and effective completion of your own activities and responsibilities in connection with your Project, as well as timely decisions and approvals by you
- p) the Buyer's staff will be available upon request for the duration of the penetration test, to help co-ordinate and provide an escalation point where necessary across lines of business;
- q) the Services will be performed from Supplier offices unless otherwise agreed otherwise in writing;
- r) prior to the start of testing the Buyer will provide the IP ranges to be included in the scope for any External IT Infrastructure penetration test;
- s) the Supplier's Services will be limited by the time available, scope of work and information made available to the Supplier and the Supplier not guarantee that the Services will detect all vulnerabilities in the systems or applications within the agreed testing scope and consequently the Supplier's reports should not be relied upon as a comprehensive record of such vulnerabilities; and
- t) unless otherwise agreed expressly between the parties in the Call-Off Contract, Supplier will be acting as a data controller for the purposes of the Data Protection Legislation. The Buyer agrees that the Supplier and the Buyer will be independent controllers of Personal Data under this Call-Off Contract for the purposes of the Data Protection Legislation.

The Buyer agrees to the following terms with respect to any cyber threat intelligence services ("**CTI**"):

- a) the Buyer will work with Supplier to agree the provisioning document and shall inform Supplier if such document is required to be updated, to include additional assets to ensure that the provisioning document is still current and accurate. Depending on the chosen modules, Supplier will include assets such as domains, public IP addresses, keywords, Official Mobile Applications, BIN Codes, etc. in this document. Service performance and capabilities are limited by the speed of notification, along with the quality and clarity of this information;

- b) the Buyer is responsible for implementing any additional security measures to protect against any threats identified pursuant to the Services and use of the Services does not alleviate it from remaining fully responsible for the security of their corporate infrastructure and the protection of its reputation and brands;
- c) The Supplier cannot guarantee that all online threats affecting the Buyer's organisation (whether detailed in the provisioning document or otherwise) will be detected;
- d) the Supplier cannot guarantee that all internet sources relevant for the Buyer will be monitored;
- e) the Supplier cannot guarantee the reliability of the information collected in the CTI monitoring process;
- f) the work of the analysts assigned to the CTI Service has a false positive rate that may vary depending on the complexity of the monitored processes;
- g) the review of the collected information by an analyst does not guarantee that all the relevant cases affecting the Buyer will be detected;
- h) the CTI service does not perform any type of analysis or connection to the Buyer's corporate IT infrastructure, and detection activities are focused on the internet;
- i) the Supplier cannot guarantee that it will be able to take down any of fraudulent and abusive online content associated with threats targeting the Buyer;
- j) the Supplier cannot guarantee fraudulent and/or abusive content will not be uploaded on other sites after being taken down; and
- k) the Supplier reserves the right to refuse disclosure of discovered data to the Buyer, including, but not limited to, for legal and/or regulatory reasons.
- l) Unless otherwise agreed expressly between the parties in the Call-Off Contract, Supplier will be acting as a data controller for the purposes of the Data Protection Legislation. The Buyer agrees that the Supplier and the Buyer will be independent controllers of Personal Data under this Call-Off Contract for the purposes of the Data Protection Legislation.

The Buyer agrees to the following terms with respect to any threat monitoring services ("**TMS**"):

- a) the Buyer will meet the responsibilities defined in the Order Form;
- b) the Buyer will respond to the outputs, notifications and reports produced by the Supplier;
- c) the Buyer will attend all service review calls and meetings;
- d) the Buyer will provide the details and roles of all individuals that are authorised to interact with the TMS Supplier Staff and will inform the Supplier promptly when individuals are no longer authorised or their role changes; and
- e) The Buyer will provide administrator access to any Supplier infrastructure hosted within their environment.
- f) Unless otherwise agreed expressly between the parties in the Call-Off Contract, Supplier will be acting as a data controller for the purposes of the Data Protection Legislation. The Buyer agrees that the Supplier and the Buyer will be independent controllers of Personal Data under this Call-Off Contract for the purposes of the Data Protection Legislation.

The Buyer agrees to the following terms with respect to any data loss prevention services ("**DLP**"):

- a) The Buyer is accountable for the results of the Services, including the final assessment of any Deliverables resulting from the project. The Supplier is responsible for delivering the tasks described in the Order Form;
- b) status meetings, the frequency of which shall be agreed between the parties, to be conducted with representative participation from the Supplier and the Buyer to review progress, escalate issues, and maintain alignment with overall Buyer requirements during DLP transition phase;
- c) all materials will be available in English; additional languages (e.g. of contracts or of data within databases) will require additional resources and fees, which will be agreed in writing prior to being incurred;
- d) the outcome of the Services and any Deliverables specified in the Order is intended for the sole purpose of the Buyer and should not be relied upon by third parties; and

- e) delivery will be conducted remotely and the Buyer remains responsible for the provision of access to all required IT systems.
- f) Unless otherwise agreed expressly between the parties in the Call-Off Contract, Supplier will be acting as a data controller for the purposes of the Data Protection Legislation. The Buyer agrees that the Supplier and the Buyer will be independent controllers of Personal Data under this Call-Off Contract for the purposes of the Data Protection Legislation.

The Buyer agrees to the following terms with respect to any vulnerability management services ("**VMS**"):

- a) the operating model for Buyer IT and wider security responsibilities with the Buyer does not change during the Term;
- b) the agreed scanning solution compliance suite will be the single toolset used to provide the VMS Services;
- c) the Buyer will provide the Supplier with the necessary connectivity and access to the vulnerability management tools to enable the Supplier to fulfil its responsibilities as outlined in the Order Form;
- d) any costs associated with on-boarding or integrating new platforms to the scope of the VMS Services will be agreed upfront with the Buyer and charged on a time and material basis. In addition the impact of such new systems to the Charges will be assessed and any uplift to operational service charges agreed before new systems are on-boarded.
- e) Unless otherwise agreed expressly between the parties in the Call-Off Contract, Supplier will be acting as a data controller for the purposes of the Data Protection Legislation. The Buyer agrees that the Supplier and the Buyer will be independent controllers of Personal Data under this Call-Off Contract for the purposes of the Data Protection Legislation.

The Buyer agrees to the following terms with respect to any cyber incident response services ("**CIR**"):

- a) The scope of the Supplier's work will be limited to the matters set out in the Order Form. The Order Form will also set out the purpose of the CIR.
- b) When requested, through the service activation process detailed in paragraph (o) below, the

Supplier will provide support to the Buyer to provide advice and support, recommendations for remedial action, and crisis management services as required in support of a cyber-incident. The Supplier's CIR may include the following types of incident:

- Advanced targeted attacks;
 - Attacks involving malware, including ransomware;
 - Loss or compromise of data;
 - Unauthorised access to networks and/or data; and/or
 - Improper usage of systems or information.
- c) Any of the above incidents may require the Supplier's general CIR which include, but are not limited to:
- General incident management activities;
 - Log file analysis;
 - Malware analysis;
 - Registry analysis; and/or
 - Network analysis.
- d) Any of the above incidents may also require additional forensic services which include, but are not limited to:
- Computer forensics including mobile device and preservation;
 - Expert witness services;
 - Crisis management;
 - Communications support;
 - Network recovery services; and
 - Cyber threat and business intelligence.
- e) Unless expressly agreed in the Order Form the following areas are specifically excluded from the CIR:
- Implementation of any technologies to remain on the network;
 - Penetration testing of any supporting infrastructure, network component, software package or operating systems;
 - Web application penetration testing of any web interface internally and externally;
 - Personnel security or physical security within the Buyer's premises and/or those relating to any third parties; and
 - Testing of any business partner systems or transmission security within any service provider's network.
- f) Other than as may be specified in the Call-Off Contract, Supplier will not carry out a specific review

of Buyer systems and internal controls and accordingly will provide no comments on their effectiveness, nor the ability of the systems and internal controls to support the business now or in the future.

- g) Supplier's Services may be conducted alongside Buyer's legal advisers, acting separately for the Buyer. To the extent they relate to Supplier's performance of the Services, Supplier may need to review sections of draft agreements prepared by Buyer's legal advisers but Supplier is not qualified to provide legal advice. Any agreement is the product of negotiation between its parties and Buyer agrees that it is Buyer's responsibility to obtain appropriate legal advice and to decide whether in all the circumstances Buyer is prepared to accept any proposed agreement.
- h) The Supplier's work under the Order Form will be limited by the time available, scope of work and information made available to the Supplier. Whilst the Supplier will report its findings in accordance with the agreed scope of work having considered the information provided to it in the course of carrying out the CIR, additional information that the Buyer may regard as relevant may exist that is not provided to (and therefore not considered by) the Supplier. Accordingly, the CIR and any Deliverables should not be relied upon as being comprehensive in such respects. The Supplier accepts no responsibility for matters not covered by or omitted due to the limited nature of Supplier's work.
- i) Should the CIR involve data capture, analysis and related procedures, the Supplier's practice is to seek to minimise the impact on the original electronic material that it uses or examine such as computers, laptops, mobile telephones, removable media and backup tapes. However with any electronic equipment or data storage device there is always a possibility of a hardware failure when equipment is switched on or accessed. This is a function of the material under review and is outside the Supplier's control. The Supplier takes no responsibility for any such failure, should it occur, or any events arising from such failure.
- j) The Buyer confirms that the Buyer has considered any Data Protection Legislation or Human Rights Act 1998 (or equivalent overseas legislation) issues that might arise from its work and has put in place the necessary controls and procedures to ensure any data collected by the Supplier does not compromise these legal requirements. The Buyer confirms that its staff and policies allow the review of corporate systems used by its staff.

- k) As part of the Supplier's investigation strategy it may use network forensic software for the remote capture of electronic material. This requires a small program to be installed or run on specified PCs and/or servers. This software has been successfully tested on a variety of hardware and software platforms; however the Supplier is unable to guarantee its successful operation on systems outside its control. Further, the Supplier will not be liable for any malfunction, interruption to or demise of the Buyer's systems that running the forensic software might cause, or any events arising therefrom. The Supplier recommends therefore that the software is tested by the Buyer on a trial system, prior to its installation or operation on the Buyer's live system.
- l) During the forensic analysis of mobile communication equipment, the Supplier's practice is, wherever possible, to avoid switching on the handset with the original SIM card inserted, as doing so may cause the equipment to register with the network. Should there be any SMS messages waiting to be received, these would automatically be downloaded to the equipment, possibly overwriting deleted messages that could otherwise be recovered. Similarly, the handset may receive automated calls from voicemail that may cause entries in the call register to be overwritten. However, it is sometimes the case that information can only be retrieved from the handset if it recognises the original SIM card. Further, a reading from the handset clock is sometimes needed to provide a reference for this data. The Supplier therefore disclaims any liability arising from any such loss of data, should it be necessary for the Supplier to switch on the equipment with the original SIM card inserted.
- m) Following the completion of the CIR, the Supplier will either return to the Buyer or securely destroy any electronic data that the Supplier collected from the Buyer's systems as part of the CIR. The Supplier will undertake an inventory of such electronic data that it holds in secure storage and then provide the Buyer with the list of data collected, requesting the Buyer's instructions whether we should return or destroy that data. If the Buyer does not respond to the Supplier within one month from the date of that letter the Supplier shall be entitled to securely destroy the data. Return of data to the Buyer will be receipted (including, if relevant, via a courier) in order to maintain chain of custody documentation. The Supplier is however obliged to retain as part of its working papers copies of any output or analysis created through its processing of the Buyer's electronic data that may be necessary to support the opinions or conclusions of the Supplier provided that such retention is in accordance with the requirements of applicable law, including the Data Protection Legislation.
- n) The Supplier plans to use a secure data transfer facility ("**ShareFile**") to facilitate the transfer of electronic data to or from the Buyer. Data is encrypted in transit to and from the server which is located in a secure data centre and hosted by a third party contracted by the Supplier. The Supplier accepts no responsibility for any data content on such ShareFile site unless it was uploaded by the Supplier.
- o) In the event the Buyer wishes to activate the 24/7 CIR service, CIR Supplier Staff should be contacted as follows:
- E-mail: CIRT@deloitte.co.uk*
Phone - CIR Emergency Help: 020 7007 9660
- p) Details of the indicative levels of service are as follows:
- Level of Service: Subject Matter Expert (SME) call back
 Service Levels: 2 hours
 Remarks: Using CIR Emergency Help number, expected to be shorter than this in reality.
- Level of Service: SME in transit
 Service Levels: 24 hours
 Remarks: This time should be significantly reduced if requested during working hours.
- Level of Service: On-site specialist technical support
 Service Levels: 3 business days
 Remarks: Includes eDiscovery and Forensic specialists.
- q) The Buyer may have taken out insurance cover for events of the type in which the Buyer asks the Supplier to become involved. Should there be any possibility that the Buyer may wish to make a claim under such a policy, it is the Buyer's responsibility to ensure that the Buyer abides by the policy terms and conditions and that the Supplier's involvement by providing the CIR will not result in the Buyer's insurer refusing to meet any claim. The Supplier cannot accept any responsibility for invalidation of such a policy.
- r) In connection with the provision of CIR, the Supplier's Services are dependent upon the following:
- all decision making remains the ultimate responsibility of the Buyer throughout the Term of the Call-Off Contract;

- if the Buyer wishes the Supplier to undertake data gathering, the Buyer must make appropriately skilled personnel available at the times requested by the Buyer;
 - where on-site data gathering is required, the Buyer must provide the Supplier Staff with support when they visit the Buyer's premises and respond promptly to all the Supplier's queries;
 - Buyer will provide an appropriate working environment for Supplier personnel when working on site if required; and
 - Buyer confirms that Buyer is the owner of any applications and/or software to be used by Supplier during a project or in the event Buyer is the licensee of such product then Buyer warrants that it has obtained the relevant licenses to enable Supplier to use these to perform the Services.
- s) Unless otherwise agreed expressly between the parties in the Call-Off Contract, Supplier will be acting as a data controller for the purposes of the Data Protection Legislation. The Buyer agrees that the Supplier and the Buyer will be independent controllers of Personal Data under this Call-Off Contract for the purposes of the Data Protection Legislation.

The Buyer agrees to the following terms (a) to (d) with respect to any modelling services ("**Modelling**"):

- a) The Supplier will employ internal quality control processes on any financial model developed as part of the Services ("Model"). The Supplier will also perform any specific development test procedures that the Buyer may require following formal agreement of these in writing with the Buyer. However, given the inherent nature of Models, it is generally not possible to test any Model to the extent that it can be assured that all errors have been detected. Without prejudice to the Supplier's obligation to use reasonable skill and care in the provision of Supplier's Services, the Supplier cannot and does not provide any assurance that any Model is free from error.
- b) Where the Services encompass the provision of a Model, the Supplier is not responsible for assessing the validity of the way in which project documentation has been interpreted in arriving at the Buyer's assumptions and input data. In addition, the Buyer does not require the Supplier to and the Supplier will not review or verify the judgements, commercial merits, adequacy of financial or other structures, technical feasibility or compliance with

applicable legislation of the Buyer's business or the project. The Supplier is not responsible for reviewing the reasonableness and completeness of the assumptions and projections contained in any Model. The Supplier can give no assurance as to whether or how closely the actual results ultimately achieved will correspond to those planned, budgeted, projected or forecast.

- c) The acceptance procedure in relation to any Model will be set out in the relevant Call-Off Contract.
- d) Where the Services encompass the provision of a Model, the Buyer is solely responsible for:
- reviewing the reasonableness and completeness of the Model specification and any supporting documentation (to the extent that the Services include the preparation of such documentation);
 - evaluating whether the Model specification meets its requirements and approving the Model specification;
 - the Model's assumptions and input data;
 - carrying out acceptance testing on any Model and associated documentation, including consideration of the outputs of the Model in the context of the input data and the Buyer's overall understanding of the project;
 - evaluating whether the Model and associated documentation meet the Buyer's requirements;
 - approving and adopting any resultant projections from the Model;
 - your use of the Model.

The Buyer agrees to the following terms a) to kk) with respect to any generative artificial intelligence based services ("**Gen AI Services**"):

- a) "**AI Technology Product Services**" means where either: i) the AI Licensed Software is hosted by Supplier (or on its behalf) and made available to Buyer on a software-as-a-service basis accessed by Buyer on a subscription basis through Software Services; or ii) where a copy of the AI Licensed Software is provided to Buyer for installation on Buyer's infrastructure.
- b) "**AI System**" means any artificial intelligence system (AI system), as detailed in the Call-Off Contract, that is developed with one or more of the techniques and approaches including but not limited to machine learning, deep learning, logic and knowledge based approaches, statistical approaches and can, for a given set of human-defined objectives, generate outputs such as content, predictions, recommendations, or decisions influencing the environments they interact with and

includes any functional improvements, other changes, additions, derivatives or modifications and/or upgrades to it.

- c) **"AI Applicable Laws"** means all laws in England and Wales and any other, regulations, statutory instruments, case law, directives, by-laws, regulatory requirements, codes of practice and regulatory policies, codes or guidance (as published by a regulator of competent authority in England and Wales) as may be in force from time to time.
- d) **"AI Outputs"** means any output, data, report, scores, results which are generated via any AI System in connection with the Services, excluding the Deliverables.
- e) **"AI Training Data"** means any data to be used to train an AI System.
- f) **"AI Licensed Software"** means the Gen AI related computer software or programs in object code form to be licensed to Buyer, as detailed in the Call-Off Contract and includes any Functional Improvements (if any) and other changes, additions, derivatives or modifications and/or upgrades to it.
- g) **"AI Prompts"** means any text, audio, images, video, documents or other data and materials submitted by Buyer to the AI Licensed Software in order to generate an AI Output.
- h) **"AI Deliverable"** means any software and/or system(s) provided to Buyer (as part of the Services) which is, or incorporates within it, an AI System.
- i) The access to / use of the Gen AI Services may be subject to additional license terms and conditions as set forth in the Call-Off Contract.
- j) For the purposes of Clause 11.8 of the Call-Off Contract, AI Prompts shall constitute data supplied by the Buyer which the Supplier isn't required to verify under the Call-Off Contract. Supplier shall not be liable for any IPR Claims (under Clause 11.6 or otherwise) in relation to AI Prompts and/or AI Outputs generated from AI Prompts.
- k) Notwithstanding any clause/term of this Agreement, Supplier shall not own the Intellectual Property Rights in the AI Outputs.

All advisory services to be performed under the Agreement involving an AI System shall be subject to the following terms l) to q):

- l) The Buyer acknowledges and accepts that the Deliverables or any other advice forming part of any Deliverable is based on Supplier's understanding of AI Applicable Laws (where applicable) as at the time of its issue. Supplier may at any time amend the scope of the Deliverables and/or to adjust the relevant Charges to the extent it is required to do so in order to comply with any changes in AI Applicable Laws.
- m) The Buyer shall be responsible for providing the AI System and for:
 - selecting all aspects in connection with the use of the AI System, including but not limited to, managing data encryption, end-user consents (if necessary), access control, logical segregation of data and setting out the training requirements of the AI System;
 - all purchase costs, maintenance costs, charges, fees associated with the AI System alongside the obtention and compliance with all licenses required to allow Supplier to use the AI System as part of the Services and Deliverables;
 - assessing the suitability, security, privacy and the confidentiality of the AI System and for monitoring the same on an ongoing basis and providing any training or technical support in regards to use of the platform;
 - ensuring the accuracy, quality, sufficiency and format of any input or AI Training Data that is used in the AI System or provided to Supplier, including any personal data, for use within the AI System and has obtained any relevant approvals, consents, licenses and security clearances for the same;
 - ensuring controls designed to protect the AI System against viruses, malwares or malicious code that could cause the AI System or any input or AI Training Data to become impaired, disrupted, erased or incapable of use;
 - ensuring that the facilities and functions of the AI System are appropriate to meet its requirements;
 - conducting its own training, acceptance testing and/or ongoing monitoring of the AI System and maintain any necessary records in accordance with its own policies;
 - deciding the manner in which AI Outputs are to be used in the context of its own business and whether the Buyer wishes to rely on, implement or act on them, including the actions necessary to realise any expected benefits;

- cooperating with Supplier to resolve any problems that occur in relation to its access to or use of the AI System including, without limitation, providing any information and assistance which Supplier may reasonably require;
 - ensuring that the AI System is always used responsibly and ethically and is not used in any way which may damage the reputation of Supplier; and
 - ensuring the AI System always complies with AI Applicable Laws.
- n) Supplier shall have no liability for any losses suffered by the Buyer and/or any third party as a result of any breach of this Agreement to the extent that such breach was caused, or contributed to, by:
- use of the AI System or the AI Output; and/or
 - the Buyer's failure to monitor its operation.
- o) The Buyer represents and warrants that:
- it has all necessary Intellectual Property Rights in the AI System and AI Training Data to allow Supplier to perform the Services;
 - it will be responsible for human oversight of the use of the AI System and any AI Outputs derived from it; and
 - personal data will not be processed as part of the AI System.
- p) Buyer agrees to indemnify and hold harmless the Supplier Parties against all Losses which they incur due to Buyer's breaches of terms l) to o)(inclusive).
- q) Supplier makes no other representations or undertakings regarding the operation and adequacy of the AI System, including whether the AI System meets the Buyer's individual requirements. Supplier disclaims any and all warranties and representations of any kind relating to the AI System, including any warranty of non-infringement, title, conditions, or terms as to fitness for purpose, or satisfactory quality.
- All Implementation Services to be performed under the Agreement involving an AI System shall be subject to the following terms r) to ff):
- r) Except where the scope of the Implementation Services expressly provides otherwise, Supplier will not have responsibility for an AI Deliverable's or any AI Output's compliance with AI Applicable Laws.
- s) If there is a material change in Supplier's understanding of AI Applicable Laws relevant to Supplier's provision of the Implementation Services between the Call-Off Contract being entered into and Supplier delivering any AI Deliverables to Buyer in their final form, Supplier may propose adjustments to the implementation plan and/or relevant Charges to reflect any additional work required. If such changes are not promptly agreed Supplier may terminate this Agreement for convenience immediately by giving written notice.
- t) Subject to term r), Buyer will be responsible for any necessary human oversight and for ensuring that Buyer's use of the AI Deliverables, any use of AI Training Data and the creation and use of any AI Outputs complies with AI Applicable Laws.
- u) Buyer agrees that the AI Deliverables are to be created in accordance with Buyer's reasonable instructions. Unless agreed otherwise in writing, no person other than Buyer may rely on the AI Deliverables and Supplier accepts no responsibility nor liability to any other person.
- v) It shall be for Buyer to determine how, and the extent to which, Buyer uses and any reliance is placed on any AI Outputs. Supplier accept no responsibility or liability for Buyer or any third party's use or reliance on any AI Outputs.
- w) Buyer agrees to reimburse Supplier for any Losses that any Supplier Parties incurs in connection with any claim by any third party in relation to AI Deliverables or AI Outputs.
- x) Where the Call-Off Contract states that Supplier shall be responsible for procuring all Training Data: Supplier shall procure the Training Data expressly specified in the Call-Off Contract ("Supplier Training Data"). Supplier shall be responsible for obtaining any permissions and consents necessary to use the Supplier Training Data to train the relevant AI System in the manner described in the Call-Off Contract. Buyer will have no right to use or access the Supplier Training Data and Supplier or Supplier's licensors retain all rights in the Supplier Training Data.
- y) Where the Call-Off Contract states that Buyer shall be responsible for procuring all Training Data: Buyer will provide all necessary Training Data ("Buyer Training Data"). Buyer hereby grants to Supplier and the other Supplier Parties a royalty free, non-exclusive, non-transferable, perpetual license to use, copy, modify and adapt the Buyer Training Data solely to the extent reasonably

required in order to perform the Implementation Services. To the extent Intellectual Property Rights exist in the Buyer Training Data those Intellectual Property Rights are Buyer Background IPR.

- z) Where the Call-Off Contract states that both Supplier and Buyer shall be responsible for procuring, or may procure Training Data: Supplier shall procure Training Data only if expressly specified in the Call-Off Contract ("Supplier Training Data"). In those circumstances, Supplier shall be responsible for obtaining any permissions and consents necessary to use the Supplier Training Data to train the relevant AI System in the manner described in the Call-Off Contract. Buyer will have no right to use or access the Supplier Training Data and Supplier or Supplier's licensors retain all rights in the Supplier Training Data. Buyer will provide all other necessary Training Data ("Buyer Training Data"). Buyer hereby grants Supplier and the other Supplier Parties a royalty free, non-exclusive, non-transferable, perpetual license to use, copy, modify and adapt the Buyer Training Data solely to the extent reasonably required in order to perform the Implementation Services. To the extent Intellectual Property Rights exist in the Buyer Training Data those Intellectual Property Rights are Buyer Background IPR.
- aa) Buyer will be responsible for the quality and accuracy of the Buyer Training Data. Supplier will not have any obligation to review or ensure the quality and/or accuracy of the Buyer Training Data or its fitness for purpose for the operation or development of the AI Deliverables or the AI Outputs, unless such services are specifically included within the scope of the Implementation Services described in the Call-Off Contract.
- bb) Buyer will indemnify Supplier for Supplier's reasonable costs and damages arising out of any claim that Supplier (or any Supplier Parties') use or possession of any Buyer Training Data in accordance with this Agreement infringes any copyright, database right or trade mark of a third party.
- cc) Where an AI Deliverable is dependent on utilising a Buyer owned AI System ("**Buyer AI System**") or third party AI System ("**Third Party AI System**"), as specified in the Call-Off Contract, Buyer shall be responsible for procuring that Buyer AI System or Third Party AI System and Supplier's access to the same by the date set out in the implementation plan and any such Buyer AI System shall be Buyer Background IPR and any such Third Party AI System shall be Buyer Background IPR. Buyer

acknowledge that, unless specifically stated in the Call-Off Contract, Supplier shall not provide advice or guidance on the appropriateness of a particular Buyer AI System or Third Party AI System.

- dd) Subject to term cc) Supplier will indemnify Buyer for Buyer's reasonable costs and damages awarded by a court of competent jurisdiction under any final judgement or agreed by Supplier in writing in final settlement arising out of a claim brought against Buyer by any third party that Buyer's use or possession of the AI Deliverables in accordance with the terms of this Agreement infringes the copyright, database right or trade mark of any third party not connected to Buyer, provided that Buyer complies with Buyer's obligations in term ee).
- ee) Where Buyer becomes aware of any claim or likely claim of infringement, it shall (i) not prejudice the defence of any such claim, (ii) promptly notify Supplier in writing of the details of the claim, (iii) give Supplier all reasonable assistance with such claim (at Supplier's reasonable cost), and (iv) give Supplier the sole conduct and control of the claim and its settlement or resolution.
- ff) The indemnity in term dd) shall not apply to the extent that such infringement or alleged infringement arises from (i) modification of the AI Deliverable other than by Supplier or a Supplier Parties; (ii) Buyer's use of the AI Deliverable in a manner not contemplated by this Agreement; (iii) Buyer's failure to use in a timely manner any corrections or modifications made available to Buyer by Supplier, provided such corrections or modifications do not materially diminish the functionality of the AI Deliverable; (iv) information, materials, instructions, specifications, requirements, Training Data or designs provided by Buyer or on Buyer's behalf; (v) the use of the AI Deliverable in combination with any platform, product, network or data not provided by Supplier and not contemplated by this Agreement; (vi) Buyer Background IPR; (vii) any Third Party Software which is incorporated into or otherwise forms part of the AI Deliverable; or (viii) Buyer's use of any AI Outputs.

All AI Technology Product Services to be performed under the Agreement shall be subject to the following terms gg) to jj):

- gg) This term shall only apply where the AI Licensed Software contains Machine Learning Elements. For the purposes of this term the following terms have the following meanings:

"Machine Learning Decisions" means the Expected Value Outputs of any Machine Learning Element, including any Edge Case Decisions;

"Machine Learning Element" means the Machine Learning elements (if any) of the AI Licensed Software, including any trained machine learning elements of the AI Licensed Software after processing or otherwise ingesting any Buyer Data;

"Machine Learning" means computer tools containing machine learning algorithms that analyse and parse patterns, relationships and correlations between multiple data elements; computer vision processing algorithms enabling machine perception of data elements;

"Edge Case Decision" means any Machine Learning Decision at the margins of the Expected Value Output;

"Expected Value Output" means a statistical range of probable outputs, based on a Gaussian distribution probability curve derived from the algorithmic architecture of the Machine Learning Element as applied to the applicable use case; and

"Functional Improvements" means enhancements to the operational efficiency and performance of a Machine Learning Element by improving its ability to process unstructured and structured data, following which operational efficiencies may be in the form of underlying relational algorithmic improvements containing images; and/or natural language processing algorithms enabling machine perception of data elements containing natural language.

Buyer acknowledges that by submitting any Buyer Data to be processed and/or ingested that the Machine Learning Element (if any) may analyse and use the Buyer Data to achieve Functional Improvements. The Buyer Data utilised in making such Functional Improvements shall be anonymised and/or aggregated with other data (including Supplier data as applicable) and Supplier will seek to ensure that no Buyer Data shall be identifiable in any Functional Improvements. Buyer agrees that such Functional Improvements are part of the Machine Learning Element and shall belong to Supplier on creation. Such Functional Improvements may be used for the benefit of Supplier's other clients and third parties Supplier works with.

Supplier does not warrant that any Machine Learning Element will not make any Edge Case

Decisions. In particular, Supplier does not provide any warranty in connection with any Machine Learning Decisions made by any Machine Learning Element (as applicable).

- hh) All AI Prompts submitted to the AI Licensed Software constitute Buyer Data under this Agreement and/or Buyer Data which has been processed by a Machine Learning Element for the purposes of term gg) .
- ii) AI Outputs are dependent on the relevant AI Prompts and Supplier has no responsibility or liability for the quality and/or accuracy of any Outputs. Buyer should not rely on any AI Outputs without verifying their accuracy. Buyer is solely responsible for the use and human oversight of the AI Licensed Software and AI Outputs, including ensuring that use of the AI Licensed Software and use or creation of AI Outputs by Buyer and Authorised Users is in accordance with AI Applicable Laws.
- jj) Supplier may choose to, but shall have no obligation to, immediately suspend access to the AI Licensed Software where Supplier believes continued use of the AI Licensed Software is reasonably likely to damage Supplier's reputation or may be in breach of AI Applicable Laws.

The Buyer agrees to the following terms with respect to any **secondments**:

- a) The precise duties of the Supplier personnel will be agreed between the Buyer and the Supplier personnel. The Supplier personnel will report directly to the Buyer representative, who will be responsible for providing appropriate instructions and day-to-day supervision and guidance ("Buyer Supervisor"). The Buyer confirms that the Buyer Supervisor will have the requisite skill, availability and ability to supervise the Supplier personnel.
- b) The Buyer agrees that the Supplier personnel will not hold a management position and will not be required to make any management decisions. The Buyer agrees to provide copies of all working rules, conditions and regulations to the Supplier personnel immediately on commencement of the Call-Off Contract. Nothing in the Call-Off Contract will make the Supplier personnel an employee of the Buyer.
- c) The Supplier will provide the Buyer with the opportunity to interview the Supplier personnel and review the Supplier personnel's curriculum

vitae and will assess their suitability prior to commencement of the Call-Off Contract. The Supplier personnel will be working under the direct supervision of the Buyer personnel and at the Buyer premises, their work will not be subject to Supplier review or quality control procedures. Accordingly, Supplier will have not responsibility for supervising the Supplier individual's work.

- d) The Buyer will be responsible for meeting the legal obligations regarding the health and safety of the Supplier personnel. The Buyer agrees that for the duration of the Call-Off Contract it will comply with all relevant employment legislation (including, but not limited to the Equality Act 2010) and all other applicable legal obligations, including the Data Protection Legislation.
- e) The Supplier personnel will need to be covered under the Buyer's public and employer's liability insurance, in the event of physical injury or damage to property caused by the Supplier personnel's activities on the Buyer premises, and by other applicable insurance arrangements.
- f) The Supplier personnel will be available to the Buyer on such days and for such hours as are agreed in advance between Supplier and the Buyer at such other locations within the UK as Supplier and the Buyer may agree. If, during the Term of the Call-Off Contract, the Supplier personnel is required to work overtime, weekends or public holidays, such arrangements shall be agreed in advance with the Supplier personnel. Whilst Supplier will encourage the Supplier personnel to satisfy the Buyer's needs, we cannot commit the Supplier personnel to working overtime or to work non-standard hours without the Supplier personnel's agreement.
- g) The Supplier personnel will be entitled to holiday during the Term of the Call-Off Contract. The Supplier personnel will also be entitled to be absent from the Buyer in order to attend essential team/group meetings or specific training courses applicable to Supplier personnel's grade (in relation to which Supplier will use its reasonable endeavours to minimise the disruption to the Buyer), or to discharge personal or professional commitments entered into before the commencement of the Call-Off Contract. The Supplier personnel will inform the Buyer of all such dates and will seek the Buyer's approval, which the Buyer will not withhold unreasonably, to take holiday and attend any

such events that arise after the commencement of the Call-Off Contract

- h) If for any reason, apart from short-term illness, the Supplier personnel is unable to complete the Call-Off Contract, or if the Supplier personnel resigns from the Supplier's employment, Supplier will endeavour to provide a replacement member of staff, who will be subject to the Buyer's approval and on substantially the same terms as the Call-Off Contract. References in the Call-Off Contract to the Supplier personnel shall include any such replacement. If Supplier is unable to provide a replacement acceptable to the Buyer, the contract will terminate with immediate effect. Any such termination will be without liability to the Buyer on the Supplier's part.
- i) The Supplier and the Supplier personnel will be data controllers for the purposes of the Data Protection Legislation. The Buyer agrees that the Supplier and the Buyer will be independent controllers of Personal Data under this Call-Off Contract for the purposes of the Data Protection Legislation.

The Buyer agrees to the following terms with respect to any **resource augmentation**:

- a) The precise duties of the Supplier personnel will be agreed between the Buyer and the Supplier personnel. The Supplier personnel will report directly to the Buyer representative, who will be responsible for providing appropriate instructions and day-to-day supervision and guidance ("**Buyer Supervisor**"). The Buyer confirms that the Buyer Supervisor will have the requisite skill, availability and ability to supervise the Supplier personnel.
- b) The Buyer agrees that the Supplier personnel will not hold a management position and will not be required to make any management decisions. The Buyer agrees to provide copies of all working rules, conditions and regulations to the Supplier personnel immediately on commencement of the Call-Off Contract. Nothing in the Call-Off Contract will make the Supplier personnel an employee of the Buyer.
- c) The Supplier will provide the Buyer with the opportunity to interview the Supplier personnel and review the Supplier personnel's curriculum vitae and will assess their suitability prior to commencement of the Call-Off Contract. The Supplier personnel will be working under the direct supervision of the Buyer personnel and at

the Buyer premises, their work will not be subject to Supplier review or quality control procedures. Accordingly, Supplier will have not responsibility for supervising the Supplier individual's work.

- d) The Buyer will be responsible for meeting the legal obligations regarding the health and safety of the Supplier personnel. The Buyer agrees that for the duration of the Call-Off Contract it will comply with all relevant employment legislation (including, but not limited to the Equality Act 2010) and all other applicable legal obligations, including the Data Protection Legislation.
- e) The Supplier personnel will need to be covered under the Buyer's public and employer's liability insurance, in the event of physical injury or damage to property caused by the Supplier personnel's activities on the Buyer premises, and by other applicable insurance arrangements.
- f) The Supplier personnel will be available to the Buyer on such days and for such hours as are agreed in advance between Supplier and the Buyer at such other locations within the UK as Supplier and the Buyer may agree. If, during the Term of the Call-Off Contract, the Supplier personnel is required to work overtime, weekends or public holidays, such arrangements shall be agreed in advance with the Supplier personnel. Whilst Supplier will encourage the Supplier personnel to satisfy the Buyer's needs, we cannot commit the Supplier personnel to working overtime or to work non-standard hours without the Supplier personnel's agreement.
- g) The Supplier personnel will be entitled to holiday during the Term of the Call-Off Contract. The Supplier personnel will also be entitled to be absent from the Buyer in order to attend essential team/group meetings or specific training courses applicable to Supplier personnel's grade (in relation to which Supplier will use its reasonable endeavours to minimise the disruption to the Buyer), or to discharge personal or professional commitments entered into before the commencement of the Call-Off Contract. The Supplier personnel will inform the Buyer of all such dates and will seek the Buyer's approval, which the Buyer will not withhold unreasonably, to take holiday and attend any such events that arise after the commencement of the Call-Off Contract.
- h) If for any reason, apart from short-term illness, the Supplier personnel is unable to complete the

Call-Off Contract, or if the Supplier personnel resigns from the Supplier's employment, Supplier will endeavour to provide a replacement member of staff, who will be subject to the Buyer's approval and on substantially the same terms as the Call-Off Contract. References in the Call-Off Contract to the Supplier personnel shall include any such replacement. If Supplier is unable to provide a replacement acceptable to the Buyer, the contract will terminate with immediate effect. Any such termination will be without liability to the Buyer on the Supplier's part.

- i) The Supplier and the Supplier personnel will be data processors for the purposes of the Data Protection Legislation.



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