IT Managed Services Agreement

Between

Little Fish (UK) Ltd

And

[Company]

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Agreement Summary

Parties to the Agreement

1. **LITTLE FISH (UK) LTD** (Company Registration Number 04700876) whose registered office is at Price House, 3rd Floor, Price House, 37 Stoney Street, Nottingham, NG1 1LS ("Littlefish").
2. [Company] (Company Registration Number <CUSTOMER REGISTRATION No>) whose registered office is at <REGISTERED OFFICE ADDRESS> (the "Customer")

It is agreed: Littlefish will provide the Services (as defined in these Schedules) to the Customer subject to and in accordance with the attached Terms & Conditions (at Schedule 5).

Brief Particulars of the Agreement

Date of Agreement	<DATE OF AGREEMENT>
Service Commencement Date	TBC
Service Charge	<SERVICE COST> plus VAT per calendar year. Billing quarterly in advance by Invoice, payment due 30 days from date of invoice.
Initial Term	An initial term of <X> year(s) from the Service Commencement Date
Service Hours	As set out in Schedule 2

Signatories

Name of Customers' Authorised Representative	TBC, [Company]
Signed for and on behalf of [Company]	_____
Dated	_____
Name of Littlefish's Authorised Representative	Leon Keller, Chief Financial Officer, Little Fish (UK) Ltd
Signed for and on behalf of Littlefish (UK) Ltd	_____
Dated	_____

Schedule 1: eXtended Detection & Response (XDR) Service Description

Littlefish will provide an eXtended Detection and Response service delivered remotely via Littlefish's Cyber Security Operations Centre (CSOC) in Nottingham and Sheffield.

The base service is delivered utilising the Microsoft Sentinel solution which is integrated with the Littlefish IT Service Management (ITSM) platform and enriched with our bespoke rulesets and automated playbooks to provide an end-to-end cyber defence protective monitoring service.

The log source scope for the Microsoft Sentinel solution is defined within Schedule 3 of this document.

The service can be extended with the addition of additional Microsoft Defender Suite components including, Microsoft Defender for Endpoint; Microsoft Defender for Office 365; Microsoft Defender for Identity; Microsoft Defender for Cloud Apps; Microsoft Defender for Cloud;

Security Incident and Event Management (SIEM) Platform

Littlefish will implement Microsoft Sentinel into the customer Azure tenancy within a dedicated subscription. The implementation will integrate with a centralised Littlefish Azure tenancy via Azure Lighthouse. All Littlefish Azure instances are hosted in UK Azure data centres. Customer data resides within the customers own tenancy.

Security Incident and Event Management (SIEM) Platform Management

Littlefish will manage the customers Microsoft Sentinel platform and undertake the following activities:

- Deploy agent updates
- Manage data ingestion caps to agreed levels to minimise data spend
- Ensure in scope log sources are maintained to ensure sufficient log ingestion, where the log source has a Sentinel connector in place or is able to forward logs within a Syslog or CEF format.
- Provide feedback to [Company] where logging levels are not providing optimal levels of events (e.g., where there are too many or too few log events being ingested and therefore impairing the ability to detect malicious activity)

- Be responsible for the onboarding of in scope [Company] devices and solutions onto the SIEM platform, with the support the Customer IT team, through:
    - Deployment and management of SIEM log collectors within the [Company] environment
    - Facilitation of endpoints into the clients Azure tenant for adequate log ingestion
    - Configuration of log source technologies to form direct connections to the Sentinel Instance

- Configure the use cases, automated playbooks, and alerting rules within the SIEM platform to establish a security baseline based on your risk appetite and latest threat landscape

Security detection and alerting

Littlefish will deploy a baseline set of detection rules, UEBA anomaly templates and use cases to the SIEM platform and configure alerting on suspicious indicators or thresholds.

Littlefish will work with [Company] stakeholders to understand and develop business specific alerting rules in response to specific threats or vulnerabilities. Each alert type has an associated priority aligned with the security risk which dictates the response The Security Alerts will be logged and managed as incidents through the Littlefish ITSM Platform.

Littlefish reserve the right to reconfigure alerting rulesets if activities cause an influx of false positives which results in excessive resource efforts from the Littlefish CSOC and [Company] do not undertake reasonable recommended remedial action to reduce the number of false positives. Should such action be necessary this will be communicated to [Company] as soon as practicable.

Security monitoring and analysis

Leveraging both the mandatory and optional components featured within the service, Littlefish will provide protective monitoring services on a 24x7 basis. Littlefish will assess and classify issues, threats or suspicious activity through additional investigation to identify true security threats, along with benign and false positives.

Once fully analysed the alert will be closed as a benign or false positive (and fed into the false positive tuning process) or raised as a Security Incident.

Security Incident Management

Littlefish will provide Security Incident Management where a Security Incident is classified as a true positive.

A Critical Hour Framework (CHF) will be developed as part of the Service Transition process. The CHF is focused on taking decisive action in response to notification of a cyber threat and is contingent on the components active within your service to facilitate such response. The development of the CHF is customer dependent, based on technical and procedural capabilities deployed within the [Company] Infrastructure and Third-Party Supplier organisations.

Littlefish will, as part of the CSOC Service Transition, run a workshop with [Company] stakeholders to define technical response and prioritisation of security threats and Security Incidents. This will be documented and distributed to the [Company] stakeholders and the appropriate technical teams. The ITSM Platform will be configured to provide appropriate categorisation and prioritisation for Security Incidents as agreed with [Company] stakeholders in the Service Transition workshop.

The Security Incident response will be aligned with the Security Incident Priority Level as agreed with [Company] during Service Transition. Where [Company] has been compromised Littlefish will take the authorised action(s), as documented within the CHF, and also notify the [Company] representative as soon as is reasonably possible without compromising the speed and integrity of initial investigation and response. Security Incidents will be summarised in a monthly report and within an dedicated incident report escalated to [Company] after the process documented within the CHF have been completed.

In the event of a P1 security Incident, a major incident response report will be created detailing key elements such as a timeline of events, root cause analysis/hypothesis, authorised actions taken to mitigate the incident risk and additional recommendations.

Security Incidents will be communicated to a [Company] representative within the timescales set out in the Service Levels by telephone and email.

Attack Vector Based Security Detection Enhancement, Response & Threat Containment

Delete section where appropriate for in scope components

In order to ensure verbose Littlefish XDR service may deploy a number of in scope components, in addition to the Microsoft Sentinel solution, in order to ensure that attack vectors across [Company]'s estate are provided increased monitoring and response capabilities, these include:

Advanced Endpoint Protection

Through the use of Microsoft Defender For Endpoint Littlefish will first onboard the solution endpoint agent through the use of Microsoft Intune, SCCM (System Center Configuration Manager) or Datto RMM (Remote Monitoring Management). Manual installation or the use of other 3rd party tooling would be possible, however may be subject to additional charges. In the event that additional devices require manual onboarding after the transition phase of the service is complete then additional charges may be charged.

In the event that Server based endpoint protection is required Littlefish recommends that at a minimum all servers are covered by a Defender for Servers Plan 1, although additional benefits can be realised by using Defender for Servers Plan 2. These plans are delivered through Defender for Cloud and therefore Defender For Cloud (at the free plan level as a minimum) would be required.

Littlefish will configure the advanced features and web content filter settings within the Defender 365 portal.

Littlefish will carry out the following actions through the use of this solution:

- Device Isolation
- Live Response Session, for initial Incident Response Engagement
- Forensic Artefact Collection
- Application Restriction
- On demand virus scanning
- IOC (Indicator of Compromise) blocking across your endpoint IT estate, which would include:
    - File hashes
    - IP addresses
    - Domains
    - URL's

Comprehensive Email Security

Littlefish will be responsible for the activation of [Company] Defender For O365 solution within the Defender 365 platform through the addition of licensing to in scope users, after correct licensing has been purchased by [Company]. The Littlefish transition team will be responsible for the initial configuration of the solutions threat & alert policies and settings within the transition phase.

Phishing submissions forwarded through from the Microsoft Phish Alert Button will be alerted upon and an established CHF process will be followed to triage and classify phish alerts.

Littlefish will leverage the email security solution to facilitate the following response capabilities:

- Malicious Email removal across your organisations mailbox
- Malicious/Compromised User & Domain level blocking
- Malicious email classification and reporting

Enhanced User & Entity Behavioural Analysis

Littlefish will be responsible for the activation of [Company] Defender For Identity solution within the Defender 365 platform through the addition of licensing to in scope users, after correct licensing has been purchased by [Company]. The Littlefish transition team will be responsible for the initial configuration of the solutions user account tagging, with in scope users to be provided by [Company]. Where applicable, a Defender for Identity sensor agent will be installed and managed by Littlefish during the transition phase of the service.

Littlefish will leverage the user based security solution to carry out the following response capabilities:

- Confirm User as compromised, allowing further mitigation controls
- Disable compromised user account*
- Revoke active user sessions *
- Revoke MFA sessions *
- Reset both single factor and MFA authentication credentials & methods *

* Azure Active Directory access and adequate role based permissions also required to fulfil these

Cloud Based Application Security

Littlefish will use Microsoft Defender for Cloud Apps to classify discovered cloud applications as sanctioned or un-sanctioned within the Defender 365 portal, based on [Company] requirements, as well as configuration of the solutions alerting and settings within the transition phase of the service.

Enhanced Cloud Infrastructure Security Capability

Littlefish ensure that the subscriptions and resources within scope are present within the Microsoft Defender for Cloud solution, where the solution is able to provide visibility and protection of the requested subscription and resources.

Littlefish shall use the solutions features to offer security posture improvement recommendations and include them in monthly reporting.

Littlefish will attach licenses to all in scope users for the optional components, it will be [Company]'s responsibility to provide up to date scope for these components where necessary.

Littlefish will supplement service reporting with any in scope optional service component, such as additional KPI's & Priority Based Recommendations.

All additional optional component alerts will be centralised within the Microsoft Sentinel solution for triage and classification.

CSOC Cyber Threat Intelligence feeds & reports

Littlefish will utilise government (via CiSP/NCSC) and open-source threat feeds. This intelligence is ingested into your in scope solutions and is used to pro-actively alert and block threats (depending on solution in use) are attempting access to [Company]'s IT estate.

The Littlefish team also specialise in the assessment of our clients emerging threat landscapes, in order to create effective mitigations against these threats, and also curate this intelligence into security bulletins that are then escalated to key stakeholders specified by [Company].

CSOC Service Management and Reporting

A monthly report will be provided to [Company] providing feedback on the performance and effectiveness of the Service during the period. The monthly report will contain a summary of Security Incident information against [Company] the in scope solutions leveraged within the service. These reports are tailored to [Company]'s requirements and the solutions in use, however would generally include the following metrics:

- CSOC Security Incident volume
- CSOC Solution Metrics
- Verified Security Incidents
- Relevant Security intelligence based on [Company]'s threat landscape
- CSOC Recommendations

The report will be provided by the 10th working day of the month for the previous monthly reporting period.

The CSOC service will also be reviewed as part of a [Company] monthly Service Review chaired by a member of the Littlefish Cyber Security team and delivered via video conference.

Communication

Littlefish will provide [Company] with a dedicated email address and telephone number for communicating with the Littlefish CSOC. This can be used by [Company] authorised personnel to:

- Raise security concerns or potential Security Incidents
- Provide feedback on security remediation actions
- Request updates on Security Events

Additional communication methods, such as Microsoft Teams direct messaging and telephone calls, can be leveraged based on [Company]'s requirements.

Customer Dependencies

For Littlefish to deliver the services as described, the following dependencies apply including the responsible parties:

- Attendance at Critical Hour Framework development workshop to define and agree actions to be taken in response to security threats
- Accounts, permissions and the necessary solution components (E.g. Azure subscriptions & Licensing) are in place to enable the Littlefish CSOC to contain threat, if [Company] requires Littlefish to take response actions on their behalf.
- Ownership of the log ingestion and retention costs of the solutions in use, Littlefish will however support [Company] in ensuring that only security relevant data is ingested and retained, to minimise such costs.
- Remediation of threats in line with remediation advice provided by the Littlefish CSOC, which may include:
    - Configuration changes to mitigate vulnerability or identify and contain threats outside of service scope
    - Deployment of patches or updates
    - Implementation of firewall rules
    - Rebuild of assets
    - Communications to users or 3rd parties

Exclusions

The following are excluded from the CSOC service (or would be subject to additional charges):

- Performance monitoring of [Company] IT infrastructure
- Provision of security tools and technology outside of service scope e.g. firewalls
- Ownership of solution log ingestion and storage costs
- Updates or patching of IT infrastructure (with the exception of the service agents in use)
- The remediation of Security Incidents through activities such as (but not limited to):
    - Rebuild of workstations
    - Rebuild of servers
    - Deployment of configuration changes
- The protection from security threats through activities such as
    - Deployment of patches or updates
    - Implementation of firewall rule changes
    - Deployment of configuration changes
- Communication to end users of activity monitoring
- Communication to end users of remediation activities
- Review or approval of architecture designs
- Review or approval of changes to IT infrastructure

Schedule 2: Service Level Agreements

Service Hours

Service	Service Level
Core CSOC Hours	7:00–19:00 - Mon–Fri (exc Public Holidays)
Alerting Hours	24/7/365
Response Hours	24/7/365
Log Collection Hours	24/7/365

Security Incident Prioritisation

Littlefish will register Security Incidents because of detected Security Alarms as defined within the Critical Hour Framework (Security Incident Response Framework), created during the Service Transition process. The priorities will be categorised as P1 (High), P2 (Medium), P3 (Low) and P4 (Informational).

Priority	Impact
P1	Over 80% of staff (or several critical staff/teams) unable to work due to loss of service as a result of a verified security incident Critical system(s) compromised with no known resolution Confirmed breach of sensitive client or personal data Verified Security alert classified as “High”
P2	50% of staff unable to work due to loss of service as a result of a verified security incident High risk of breach of personal or sensitive data Noncritical systems affected, or critical systems affected with known (quick) resolution Verified Security alert classified as “Medium”
P3	20% of staff unable to work as a result of a verified security incident Possible breach of small amounts of non-sensitive data Small number of non-critical systems affected with known resolutions Verified Security alert classified as “Low”
P4	Minimal, if any, impact <10% of non-critical staff affected temporarily (short term) and have since recovered. Verified Security alert classified as “Informational”

Service Levels

Littlefish will attain the following Service Levels:

Service	Detection Response	Initial Response	Containment Target	Resolution Target
P1 (Critical) Security Incident actions completed as per the Critical Hour Framework	15 Minutes	30 Minutes	1 Hour	4 Hours
P2 (High) Security Incident actions completed as per the agreed response framework	30 Minutes	1 Hour	1 Hour	6 Hours
P3 (Medium) Security Incident actions completed as per the agreed response framework	45 Minutes	2 Hour	1 Hour	8 Hours
P4 (Low) Security Incident actions completed as per the agreed response framework	1 Hour	4 Hour	1 Hour	24 Hours

Service Levels are measured by through the Littlefish IT Service Management Platform.

Service Levels are measured for True Positives only. As the Cyber Security Operations Centre (CSOC) progresses a Security Incident the CSOC will change the status of the Security Incident within the IT Service Management system to reflect the current status.

The status of the Incident will control whether the 'clock' for the SLA is running or not, based on the following:

Status	Description	Clock Status
Logged	The Security Incident has been logged but is presently unassigned to an engineer.	Running
Active	The Security Incident is being actively progressed by the CSOC. The CSOC will evaluate whether the Security Incident is a True Positive or a False Positive. Where a Security Incident is identified as a False Positive it will be immediately Resolved and categorised as such.	Running
Waiting for Customer	The CSOC is currently awaiting input from the customer (e.g., for containment activities that sit outside of the control of the CSOC and are the responsibility of the Customer).	Stopped
Waiting for 3rd Party	The CSOC is currently awaiting input from a 3rd Party (e.g., for containment activities that sit outside of the control of the CSOC and are the responsibility of a 3rd Party).	Stopped
Waiting for Resolution	The CSOC has completed the actions defined in the Critical Hour Framework and the threat has been Contained. The CSOC will now work to produce a Major Incident Report for P1 and P2 Security Incidents	Stopped

	or Incident Reports for P3 and P4 Security Incidents.	
Resolved	The Security Incident has either been identified as a False Positive (and immediately resolved) or (for True Positives) all related actions have been completed by the CSOC and the 'clock' will be stopped and the time to resolve will be calculated.	Stopped

Data Retention

Service	Service Level
Event logs	90 days standard
Security Alerts	90 days standard

Note: The log and alert retention period can be altered to suit customer requirements, however this may incur additional cost within the azure subscription used to house the SIEM solution.

Schedule 3: Charges

Charges

Annual Charges

Service	Unit Price	No of Users	Total Price
Management of the Microsoft Sentinel SIEM/SOAR Solution	-	-	-
Management of the Microsoft Defender For Endpoint Solution			
Management of the Microsoft Defender For Office 365 Solution			
Management of the Microsoft Defender For Identity Solution			
Management of the Microsoft Defender For Cloud Apps Solution			
Management of the Microsoft Defender For Cloud Solution			
Total Annual Service Charge			**£0.00**

Service Transition Charges

Item	Price
Implementation of the Microsoft Sentinel SIEM/SOAR Solution	-
Implementation of the Microsoft Defender For Endpoint Solution	-
Implementation of the Microsoft Defender For Office 365 Solution	-
Implementation of the Microsoft Defender For Identity Solution	-
Implementation of the Microsoft Defender For Cloud Apps Solution	-
Implementation of the Microsoft Defender For Cloud Solution	-
Total	-

Other Charges and Variations

Charges

The Charges are based on the following [Company] bespoke log sources that are in scope of the service:

Log Source	Quantity
-	-

2.2 Charge Variations

The baseline number of Users will be [number] or as otherwise agreed between the parties in writing ("Baseline"). The number of Users will be calculated at the end of each quarter. The number of Users may increase by a maximum of 10% of the Baseline in a quarter without incurring an additional charge. Where the total number of Users in a quarter exceeds the

Baseline by more than 10%, a charge of £[number] will apply to each additional Users above the Baseline.

For example where the Baseline is 1000, if there are 1100 Users or less in a quarter, no additional charge will apply. If there are 1200 Users in a quarter, an additional charge of 200 x £[number] will apply.

Similarly, if the number of users were to decrease past 10% of baseline users, then a reduction in service cost, reflecting the procedure above but in favour of the Customer, would be represented in the quarterly billing.

2.3 Log Source Variations

The baseline number of log sources will be [number] or as otherwise agreed between the parties in writing ("Log Source Baseline"). The number of log sources will be calculated at the end of each quarter.

The number of log sources may increase by a maximum of 10% of the Log Source Baseline in a quarter without incurring an additional charge. Where the total number of log sources in a quarter exceeds the Log Source Baseline by more than 10%, Littlefish may, at its discretion, charge £[number] for each additional log source above the Log Source Baseline.

Project Activity Rate Card

The following rate card will apply for agreed project activity outside of the Services described in Schedule 1.

The following rate card will apply for project activity completed remotely from Littlefish offices.

Description	Full Day
Set Strategy/Inspire – Senior Cyber Security Consultant/CISO (Define Cyber Security Strategy, Virtual CISO)	
Initiate/Influence - Senior Cyber Security Architect/Cyber Security Consultant (Technical Security Strategy, Cyber Assessment)	
Ensure/Advise - Cyber Security Architect (Solutioning and Design work, oversee delivery work)	
Enable - Senior Cyber Security Engineer (Technical gap analysis activity or implementation)	
Apply - Junior Cyber Security Engineer (Configuration changes or implementation work)	
Assist - Cyber Security Analyst (unsupervised activities)	

A Full Day is considered to be 09:00 to 17:30 (with 1 hour lunch). A Half Day equates to up to 4 hours of activity. Project activity delivered outside of 09:00 to 17:30 Monday to Friday and on Public Holidays will be charged at 1.5 x rate.

Schedule 4: Governance

Service Reporting

Littlefish will provide [Company] with monthly Service Reports. These reports will contain analysis by CSOC engineers, not only to demonstrate that services are being delivered successfully but to report on threats, trends, and other related Cyber activity on Monitored Infrastructure. Reports will be published to [Company] within 10 working days of the end of the previous month, or at a time and with detail agreed during Service Transition.

Contract Management

Variations to the Schedules and Charges will be managed through Agreement Variation Notices (AVNs). Variations will not be applied without an AVN agreed and countersigned by both parties.

The AVN will include the following information:

- Description of Variation
- Date of Variation
- Associated Cost of Variation (if applicable)

Escalation

[Company] should use the following path to escalate service issues:

1) CSOC Manager or Cyber Operations Manager
2) Service Account Manager
3) Cyber Services Director

Schedule 5: Terms & Conditions

1 INTERPRETATION

1.1 In these Terms & Conditions (including the Schedules and any attachments thereof) the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Agreement	means the agreement between Littlefish and the Customer incorporating these terms and conditions and any schedules;
Agreement Variation Request	means a request to amend this Agreement or any document attached to or referred to in it in accordance with clause 10;
Authorised Representatives	means the authorised representatives of each of Littlefish and the Customer;
Bespoke Rulesets	Any rule created by Littlefish employees or rule titles that contains “LF-“ or “-LF“.
Business Day	means any day except for a Saturday, Sunday or public or bank holiday in England;
Customer IT Environment	means the customer IT environment including software, hardware and networks, in respect of which the Services are to be provided;
Deliverables	all documents and materials developed by Littlefish specifically for the Customer in providing the Services;
Dispute Resolution Procedure	means any goods purchased by the Customer under this Agreement;
Intellectual Property Rights	means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, domain names and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;
Material Breach	means including but not limited to (i) an abuse by either party or its representatives of any employees of the other party; (ii) the Customer failing to act on a recommendation of Littlefish that would enable Littlefish to provide the Services in accordance with this Agreement; (iii) a breach of the Bribery Act 2010 as set out in clause 21; a breach of the Modern Slavery Act 2015 as set out in clause 22; the Customer failing to pay any amount under this Agreement on the due date and such amount remains unpaid after 15 days of Littlefish giving notification to the Customer that payment is overdue;
Monitored Infrastructure	means the Customer’s IT infrastructure in respect of which the Services are to be provided, as detailed in Schedule 1;
Office Hours	means the period between 09.00 and 17.30 on a Business Day;

Out of Office Hours	means the periods between 0.00 and 08.59 and 17.31 and 23.59 on a Business Day and 24 hours a day on any day that is not a Business Day;
Playbooks	Microsoft Logic App code created for the purpose of automation through executing a series of predefined actions
Quote	the quote sent by Littlefish to the Customer outlining the Services Littlefish is able to supply to the Customer, together with the Service Charges and other payments payable by the Customer;
Ratecard	means the ratecard identified in Schedule 3;
Service Charge	means the service charge as set out in Schedule 3 and the Agreement Summary;
Service Commencement Date	means the date at which Littlefish will commence provision of the Services as set out in the Agreement Summary;
Service Level	means the service level set out in Schedule 2;
Services	means the services set out in Schedule 1;
Site	means the Customer premises at which the Customer IT Environment is located;
Term	means the Initial Term and any extension of the Initial Term in accordance with clause 5 (Term);
Third Party Software Applications	means the software applications used by the Customer in respect of which Littlefish is not obliged to provide any Services;
Sub-Processor	any third party appointed by Littlefish to Process Agreement Personal Data;
User	means any personnel with an active licence to use the Services, including any personnel with an administrative licence but excluding any person with a disabled licence or any third parties.

1.2 The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Agreement.

1.3 Unless the context otherwise so requires:

(a) references to the Customer and Littlefish include their permitted successors and assigns;

(b) references to statutory provisions include those statutory provisions as amended or re-enacted;

(c) references to any gender include all genders;

(d) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

(e) a reference to 'writing' or 'written' includes by email but not by fax;

(f) these terms and conditions apply to and form part of the Agreement between Littlefish and the Customer. They supersede any previously issued terms and conditions of purchase or supply in relation to the Services; and

(g) no terms or conditions in any way supplied or imposed by the Customer shall form part of this Agreement except to the extent that Littlefish otherwise agrees in writing.

1.4 In the case of conflict or ambiguity between any provision contained in the body of these terms and conditions and any provision contained in any schedule, the provision in these terms and conditions shall take precedence.

2 FORMATION OF AGREEMENT

2.1 Unless otherwise agreed by Littlefish in writing, any Quotes sent by Littlefish to the Customer shall remain binding for 30 days only, after which they shall expire.

2.2 An agreement shall only be formed between the parties on the terms and conditions set out in this Agreement when either of the following happens:

(a) the Customer accepts a Quote within 30 days (or longer at the discretion of Littlefish) of it being issued by Littlefish in writing, by notice to Littlefish in writing;

(b) on the parties signing and dating this Agreement; and/or

(c) on Littlefish commencing supply of the Services.

2.3 Littlefish may accept or reject an offer at its discretion and shall not be obliged to supply any Services other than in accordance with the terms of this Agreement.

2.4 Marketing and other promotional materials relating to services that Littlefish provide are illustrative only and do not form part of this Agreement.

3 SUPPLY OF SERVICES

3.1 Littlefish will provide the Services to the Customer during Service Hours from the Service Commencement Date and for the duration of the Agreement subject to and in accordance with the provisions of this Agreement.

3.2 Littlefish will use its reasonable endeavours to provide the Services with all due skill and care using suitably trained and qualified staff and in accordance with the Service Levels set out in Schedule 2.

4 EXCLUDED SERVICES

4.1 Unless otherwise agreed in writing by Littlefish (including within this Agreement) the Services do not include services relating to or required as a result of any of the following and where Littlefish does provide the services set out in this clause as requested by the Customer, Littlefish shall be entitled to charge the Customer in addition to the Service Charges for any such services in accordance with its standard charging rates as set from time to time in force and notified to the Customer in writing:

(a) the installation of any new hardware or software, unless otherwise stated in Schedule 1;

(b) accidental damage to, improper or incompetent use, operation or transportation of or neglect of any part of the Customer IT Environment;

(c) the recovery or reconstruction of any data or programs lost or damaged;

(d) the maintenance, repair, substitution or replacement of any hardware unless specifically stated in Schedule 1;

(e) support in respect of any Third Party Software Application;

(f) failure of the Customer to maintain the necessary environmental conditions for the operation of the Monitored Infrastructure;

(g) failure of the Customer to comply with Littlefish's reasonable recommendations relating to the use of the Monitored Infrastructure;

(h) improper installation to the Monitored Infrastructure by the Customer or any third party of any hardware or software; or

(i) notwithstanding the terms of this Agreement, the provision of any Services Out of Office Hours.

5 TERM

5.1 This Agreement shall unless terminated earlier in accordance with clause 18 continue for the duration of the Initial Term.

5.2 Following expiration of the Initial Term, this Agreement shall automatically continue and shall renew for twelve month periods unless either terminated in accordance with clause 18 or notice of termination has been served by either party, six months prior to the expiration of the Initial Term or twelve month renewal period (as applicable).

5.3 Unless otherwise agreed between the parties in writing, if the Customer terminates this Agreement other than in accordance with clauses 5.2 or 18 or wishes to terminate this Agreement early, the Customer shall pay an early termination fee of 100% of the Service Charges due to Littlefish for the remainder of the Initial Term or renewal term (as applicable) on written demand (through the issuing of an invoice payable within 30 days of the date of invoice) by Littlefish.

6 SERVICE RECORDS

6.1 Littlefish shall, for the duration of the agreement, maintain records of the Services provided and will provide copies to the Customer on receipt of a written request.

7 USE OF SITE, INFRASTRUCTURE, CUSTOMER IT ENVIRONMENT, THIRD PARTY PRODUCTS, CONTRACTS AND CUSTOMER'S STAFF

7.1 The Customer shall provide all persons authorised by Littlefish with full, safe and uninterrupted access including remote access to the Site and the other Customer IT Environment as may reasonably be required for the purpose of performing the Services.

Where the Services are to be performed at the Site the Customer shall provide adequate working and storage space and office (including telephone) facilities for use by Littlefish's personnel and take reasonable care to ensure their safety. Littlefish will comply with any reasonable health and safety and security policies of the Customer that are notified to Littlefish in advance in writing.

7.2 The Customer shall be responsible for obtaining, at its cost, all necessary consents of third parties to the use by Littlefish of any Third Party Software Application, any part of the Customer IT Environment that is owned by a third party (including without limitation third party owned Intellectual Property Rights), documentation, products and other materials (including, without limitation, software and know-how) ("Third Party Products") which:

(a) the Customer is permitted to use; and

(b) is reasonably required by Littlefish in connection with the provision of the Services.

7.3 If the Customer fails to obtain any consent under clause 7.2 or if the Customer determines that the cost of obtaining such consent is unreasonable, the parties shall co-operate to agree alternative Third Party Products (that the Customer will procure and pay for) which may replace those in respect of which consent has not been or cannot, except at unreasonable cost, be obtained. For the avoidance of doubt Littlefish shall not be liable for any failure to provide the Services or comply with any other obligation under this Agreement to the extent that such failure arises from the absence of any consent to use a Third Party Product.

7.4 The Customer shall maintain in force all current software maintenance agreements with the vendors of supported Third Party Software Applications used by the Customer and the Customer shall ensure adequate assistance from such vendors at all times if required. Littlefish will comply with the terms of any such agreements that are notified to Littlefish in advance in writing, but this is subject to the Customer complying with its obligations under clauses 7.2 and 7.3.

7.5 The parties shall at all times comply with any applicable law and shall maintain such licences, authorisations and other approvals, permits and authorities as are required to perform its obligations under this Agreement and shall ensure that all personnel assigned by it to provide assistance to the other party shall have the requisite skill, qualifications and experience to perform the tasks assigned to them.

8 ADDITIONAL CUSTOMER OBLIGATIONS

8.1 The Customer shall ensure that appropriate environmental conditions are maintained for the Customer IT Environment and shall take all reasonable steps to ensure that the Customer IT Environment is operated in a proper manner by the Customer's employees (including without limitation) compliance with manufacturer's and licensor's user manuals , operation instructions and guidelines).

8.2 The Customer shall nominate an Authorised Representative to be available to liaise with, and respond to queries from, Littlefish's Authorised Representative (for example to agree action following a security alert).

8.3 The Customer shall:

(a) co-operate sufficiently with Littlefish to enable Littlefish to perform the Services and provide any assistance or information as may reasonably be required by Littlefish;

(b) report any faults that the Customer is aware of prior to Littlefish, promptly to Littlefish where it is aware of faults prior to a Littlefish notification;

(c) maintain adequate and up to date security software and capabilities on the Customer IT Environment at all times.

8.4 The Customer warrants that:

(a) it is the owner of the Customer IT Environment or is authorised by the owners of the Customer IT Environment to make it available to Littlefish and to permit Littlefish to access and use the same for the purposes contemplated by this Agreement;

(b) the details of the Customer IT Environment given to Littlefish are complete and accurate to the best of their knowledge; and

(c) that all data and other information provided by it to Littlefish is not obscene, defamatory or likely to result in any claim being made against Littlefish by any third party.

8.5 Each party shall at its own expense execute all documents and do all acts and things reasonably required to give effect to the terms of this Agreement and the Customer shall provide access to all information and documentation which is within its possession which is reasonably required by Littlefish to enable it to fulfil its obligations.

8.6 Where Littlefish purchases Services on behalf of the Customer, it shall notify the Customer in writing of any terms and conditions which govern the use of those Services. Those terms and conditions shall apply to the Customer in their use of the Services (back-to-back as if references to Littlefish are to the Customer and references to the supplier are references to Littlefish).

8.7 Where the Customer has a complaint in relation to the Services:

(a) the Customer shall notify Littlefish in writing of the complaint; and

(b) shall provide sufficient details to Littlefish to allow it to investigate such complaint within 20 Business Days of the event giving rise to it. If the complaint cannot be resolved within 20 Business Days of the event giving rise to it, it shall be deemed a dispute and shall be resolved in accordance with clause 12 (dispute resolution procedure).

8.8 The Customer shall remediate security issues raised in line with recommendations provided by Littlefish.

8.9 Where Littlefish is providing SOC services and the Customer is not in compliance of clause 8.7, Littlefish reserves the right to tune alerting to stop responding to that specific event. Littlefish will inform the Customer Authorised Representative should this be the case.

8.10 The Customer shall provide feedback on action taken in relation to recommended remediation activities in a timely manner.

8.11 The Customer shall make Littlefish aware of changes to the Customer IT Environment that may impact Littlefish's ability to monitor, detect and respond to security events.

8.12 Where Littlefish is providing SOC services if the Customer fails to fulfil any of its obligations under these terms and conditions within a reasonable time (to be determined by Littlefish acting reasonably) and such failure causes a delay in the commencement of the Services or results in additional costs to Littlefish, Littlefish shall be entitled to charge the Customer for such costs incurred.

9 SERVICE CHARGES AND PAYMENTS

9.1 In consideration of the supply of Services by Littlefish to the Customer, the Customer shall pay to Littlefish the Service Charge and in addition, the charge for any out of scope additional work calculated in accordance with the Ratecard.

9.2 The Service Charge shall be invoiced quarterly in advance by BACS on the first Business Day of the commencement of the Services and quarterly thereafter.

9.3 Invoices shall be payable by the Customer within 30 days of the date of invoice. The Customer shall be liable to pay any increase in the cost of third party services from the cost quoted by Littlefish, as a result of changes made by a third party.

9.4 The total monthly Service Charge payable for Services will not at any time without the prior written agreement of Littlefish be less than eighty five percent (85%) of the amount specified in Schedule 3 irrespective of any changes to the Services agreed by the parties in accordance with the Agreement Variation Procedure.

9.5 The Service Charge and any other payments to be made by the Customer under this Agreement are stated exclusive of VAT which shall be paid by the Customer at the rate and from time to time in the manner prescribed by law.

9.6 Littlefish will increase the Service Charge by RPI plus 3% following expiry of the Initial Term and thereon upon each subsequent annual anniversary of the expiry of the Initial Term, unless a contract renewal is agreed or as otherwise agreed in writing.

9.7 Without prejudice to clause 9.6, Littlefish reserves the right to increase the Service Charge at any time by notice in writing to the Customer to reflect any increase in the cost of providing the Services which is due to an act or omission of the Customer including but not limited to any change in the date for the performance of the Services, or any delay caused by any instructions of the Customer, or failure by the Customer to give Littlefish adequate information or instructions or any failure to comply with any provision of this Agreement.

9.8 If the Customer fails to make any payment due to Littlefish on the due date for payment in accordance with the payment terms set out in this clause and after written notification from Littlefish, the payment remains outstanding for fifteen days,Littlefish reserves the right, without prejudice to any other right or remedy it may have under this Agreement or otherwise, to:

(a) suspend performance of the Services until all sums due to Littlefish have been paid in full (but only after having given written notice of its intention

to do so). For the avoidance of doubt any Service Charges or invoices raised during a period of suspension will accrue alongside any outstanding payments and remain payable in full;

(b) charge the Customer interest on the overdue amount at the rate of 4% above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and

(c) refer the matter to its debt collection agents, any costs incurred in collecting the debt will be added to the total sum due to Littlefish, plus VAT at the prevailing rate which shall be payable by the Customer.

9.9 The Service Charge is exclusive of Littlefish's reasonable expenses incurred in connection with the provision of the Services (including any expenses of Consultants) and any additional service charges which will be charged at Littlefish's standard rates from time to time as applicable and shall be payable by the Customer thirty days of the date of Littlefish's invoice.

9.10 All payments payable to Littlefish pursuant to this Agreement shall be paid without any deduction whether by way of set-off, counter-claim, discount, abatement or otherwise save as required by law. Littlefish may set-off any liability which it has or any sums which it owes to the Customer under this Agreement or under any other agreement which Littlefish has with the Customer against any liability or sums owed by the Customer to Littlefish.

10 AGREEMENT VARIATION

10.1 Any variation to this Agreement shall be in the form set out in Schedule 9 and shall be signed by both parties in writing.

11 DISPUTE RESOLUTION PROCEDURE

11.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause.

11.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen ("Dispute Notice"). The notice shall include reasonable information as to the nature of the dispute.

11.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

(a) on receipt by a party of a Dispute Notice, the parties shall within five Business Days have called a meeting to be attended by a designated person of each party to consider the dispute;

(b) during the meeting the representatives shall use their reasonable endeavours to resolve the dispute. If the dispute is not resolved within five Business Days of the meeting, then either party may refer the dispute for resolution to the Centre for Effective Dispute Resolution or such other similar body as is agreed between the parties.

11.4 The parties shall submit to the supervision of the meditator assigned by the Centre for Dispute Resolution or similar body for the purpose of resolving the dispute.

11.5 All negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings.

11.6 Notwithstanding the provisions of this clause, neither party shall be prevented from commencing or continuing court proceedings in relation to the dispute.

11.7 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the Authorised Representatives of each party, shall remain binding on the parties.

11.8 The parties shall bear their own legal costs arising from this dispute resolution procedure and unless otherwise agreed by the appointed mediator, the costs and expenses of mediation shall be borne by the parties equally.

12 ASSIGNMENTS

12.1 The Customer may not assign, novate, subcontract, dispose of this Agreement or encumber any right or obligation under this Agreement, in whole or in part, without Littlefish's prior written consent. Littlefish may assign, novate, subcontract, dispose of this Agreement or encumber any right or obligation under this Agreement, in whole or in part without prior consent of the Customer.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights held either directly by a party or licenced to a party on the Commencement Date ("Background IPR") shall remain in the ownership of that party as is the case on the Commencement Date.

13.2 All Intellectual Property Rights in the Deliverables shall vest in the Customer. Where such rights are erroneously found to be held by the Littlefish, Littlefish shall use all its reasonable endeavours to promptly transfer such rights to the Customer.

13.3 All Intellectual Property Rights in the Customer IT Infrastructure and any other information, materials or assets supplied to Littlefish by the Customer shall remain vested in the Customer or its third party licensors (as applicable). The Customer shall grant or shall procure the grant of a royalty-free, non-exclusive licence to Littlefish to utilise the Customer IT Infrastructure, its Background IPR and Deliverables and all such other information, materials and assets to the extent required to enable Littlefish to provide the Services for the duration of this Agreement, such licence automatically terminating on termination or expiration of this Agreement.

13.4 Littlefish shall grant a royalty-free, non-exclusive licence of its Background IPR to the Customer for the purpose of enabling the Customer to receive the benefit of the Services, such licence shall automatically terminate on termination or expiration of this Agreement.

13.5 Where any Intellectual Property Rights are transferred in contravention of this clause, the party erroneously in receipt of Intellectual Property Rights shall use all its reasonable endeavours to promptly transfer such rights to the other party at the reasonable expense of that other party. The Customer shall indemnify Littlefish against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result

of any action, demand or claim brought against Littlefish alleging that the use of the Customer IT Infrastructure or the Customer's Background IPR infringes the Intellectual Property Rights of a third party including without limitation infringement of rights which arise as a result of use, storage or processing of any Customer IT Infrastructure by Littlefish or on Littlefish's systems and/or the provision of any information, materials or other assets to Littlefish by the Customer (in this clause, a "LF IPR Claim") except to the extent that such claim arises from a breach by Littlefish of this Agreement. Littlefish shall:

(a) furnish the Customer with prompt written notice of the LF IPR Claim;

(b) provide the Customer (at its cost) with reasonable assistance in respect of the LF IPR Claim; and

(c) not make any settlement, compromise or prejudicial admission in relation to the LF IPR Claim without the prior consent of the Customer (such consent not to be unreasonably withheld or delayed).

13.6 Littlefish shall indemnify the Customer against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim brought against the Customer alleging that the supply of Goods and/or Services or the use of any Deliverables or Littlefish's Background IPR infringes the Intellectual Property Rights of a third party (in this clause, a "Customer IPR Claim"), except to the extent that such claim arises from a breach by the Customer of this Agreement. The Customer shall:

(a) furnish Littlefish with prompt written notice of the Customer IPR Claim;

(b) provides Littlefish (at its cost) with reasonable assistance in respect of the Customer IPR Claim; and

(c) not make any settlement, compromise or prejudicial admission in relation to the Customer IPR Claim without the prior consent of Littlefish (such consent not to be unreasonably withheld or delayed).

13.7 Nothing in this clause obliges Littlefish, following termination, to grant to the Customer, a continuing licence to use, copy, adapt, modify, develop and enhance Intellectual Property Rights contained within the Deliverables or Background IPR of Littlefish and residing solely in the systems of Littlefish, including but not limited to Microsoft Power Apps and the developer platform, GitHub and Littlefish shall remove rulesets that have a direct link to infrastructure of Littlefish.

14 CONFIDENTIALITY

14.1 Each party to this Agreement undertakes, except as provided below, to treat as confidential and keep secret all information marked 'confidential' or which may reasonably be supposed to be confidentially supplied to it by the other party (in this Agreement collectively referred to as the "Information") with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with standard current commercial security practices, provided that, this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

14.2 Neither party shall without the prior written consent of the other party divulge any part of the other party's Information to any person except:

(a) to their own employees, officers, agents, consultants or sub-contractors only for the purposes of enabling the party to comply with its obligations under this Agreement; and

(b) to their professional advisers, auditors, HMRC, HM Customs and Excise, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a duty or obligation or requirement to know the business of the other party for the purpose of advising or governing the party.

14.3 Both parties undertake to ensure that persons and bodies referred to in clause 14.2 are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.

14.4 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

14.5 The obligations under this clause shall remain in full force and effect notwithstanding any termination of this Agreement.

15 DATA PROTECTION

15.1 The parties shall comply with the Data Protection Addendum set out in Schedule 6 to this Agreement.

16 FORCE MAJEURE

16.1 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party (an event of "Force Majeure Event"). In the event that a Force Majeure Event occurs, the party suffering the Force Majeure Event shall promptly notify the other party in writing on first becoming aware of the Force Majeure Event and again on the Force Majeure Event ceasing to exit. If the Force Majeure Event continues for a continuous period of more than 60 days, either party may terminate this Agreement by written notice to the other party.

17 LIMITATION OF LIABILITY

17.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

17.2 Subject to clause 17.8 Littlefish shall not be liable to the Customer:

(a) for any delay in performing or failure to perform Littlefish's obligations under this Agreement to the extent that such delay or failure was due to an act or omission of the Customer to perform its obligations under this Agreement or if delay results from a failure by the Customer to comply

with reasonable requests by Littlefish for instructions, information or action required by it to perform its obligations within a reasonable time limit; or

(b) for the consequences of any acts or omissions of the Customer, its employees or agents or other third party suppliers or manufacturers engaged by or on behalf of the Customer (other than third party sub-contractors or suppliers selected by Littlefish).

17.3 Subject to clauses 17.4 and 17.8, in no event will either party be liable to the other, whether in contract, tort (including negligence), misrepresentation (whether innocent or negligent), restitution, for breach of statutory duty, or otherwise for any direct, indirect or consequential losses arising under or in connection with this Agreement for:

(a) loss of profits or revenue, other than through the payment of the early termination fee set out in clause 5.3;

(b) pure economic loss;

(c) wasted overheads;

(d) loss of sales, production or business;

(e) loss of clients, agreements or contracts;

(f) loss of anticipated savings, discount or rebate (whether actual or anticipated);

(g) loss of or damage to goodwill;

(h) loss of use or corruption of software, data, configurations or information wherever held where not relating to Littlefish's material breach;

(i) loss of use or value of any data or software where not relating to Littlefish's material breach; or

(j) any other losses not flowing directly and naturally from the performance of this Agreement.

17.4 The Customer shall be liable for any loss of profits and revenue of Littlefish resulting from its wrongful termination of this Agreement.

17.5 Subject to clause 17.8, each party's total aggregate liability arising under or in connection with this Agreement, including via any Quotes, statements of work, work orders and scope of services (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for all claims (and not on a per claim basis) will be limited to a sum equivalent to the Service Charges payable for the Services in the twelve months prior to the liability commencing or where the liability has arisen in the first twelve months of this Agreement, a sum equivalent to the Service Charges payable within the first twelve months.

17.6 The parties acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.

17.7 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement. Subject to clause 17.7 below, all liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. For the purposes of this clause, "Littlefish" includes its employees, officers, sub-contractors and suppliers who shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

17.8 Nothing in this Agreement shall operate to exclude or restrict one party's liability (if any) to the other:

(a) for death or personal injury caused by negligence;

(b) for fraud or fraudulent misrepresentation;

(c) any other losses which cannot be excluded or limited by law.

17.9 Whilst Littlefish shall use all reasonable endeavours to ensure it only processes security relevant data, it shall not be responsible or liable for any log congestion or any issues connected with log congestion experienced by the Customer.

18 TERMINATION FOR CAUSE

18.1 This Agreement may be terminated in whole (and not part unless otherwise agreed in writing by the parties) by either party in the following circumstances:

(a) by either party with immediate effect on serving written notice to the other party, where the other party is in Material Breach and the Material Breach is either not remediable or if the breach is capable of remedy, that party has failed to remedy such breach within 20 Business Days of deemed receipt (in accordance with clause 28) of written notice to do so;

(b) by either party with immediate effect on serving written notice to the other party, if the other party has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding-up or becomes the subject of a company voluntary arrangement or a court makes a winding up order in respect of it or it enters into any composition or arrangement with creditors or it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any steps or actions are taken in connection with any of these procedures or similar proceedings in an alternative jurisdiction;

(c) by either party with immediate effect on serving written notice to the other party if the other party ceases or threatens to cease to carry on business in the United Kingdom.

19 CONSEQUENCES OF TERMINATION

19.1 On termination of this Agreement for any reason:

(a) subject to prior payment of its reasonable fees in respect thereof, Littlefish will use reasonable endeavours to co-operate fully with the

Customer to ensure an orderly migration of the Services to the Customer or, at the Customer's request, a new service provider;

(b) the Customer shall immediately pay to Littlefish all of Littlefish's outstanding unpaid invoices and interest. Littlefish shall promptly invoice the Customer for any third party services which have been ordered and have not yet been supplied and such invoices shall be immediately payable;

(c) the Customer shall as soon as reasonably practicable return all of Littlefish's property including without limitation all products and materials developed by Littlefish or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts), any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form and any equipment, including tools, systems, cabling or facilities, provided by Littlefish or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer. If the Customer fails to do so, then Littlefish may enter the Customer's premises and take possession of the same. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;

(d) both parties shall return to the other, any data and Confidential Information belonging to the other in their possession, power or control, either in its then current format or in a format nominated by the requesting party or alternatively confirm its deletion. Littlefish will delete the Customer's personal data within sixty (60) days of termination or expiration of this Agreement. For the purposes of this clause personal data shall be considered deleted where it is put beyond further use by Littlefish;

(e) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.; and

(f) clauses 1 (Definitions and Interpretation), 13 (Intellectual Property Rights), 14 (Confidentiality), 15 (Data Protection), 17 (Limitation of Liability), 19 (Consequences of Termination), 20 and Schedule 10 (TUPE), 23 (Non-solicitation), 28 (Notices) and 33 (Governing Law and Jurisdiction) shall survive termination.

20 TUPE

20.1 The provisions of Schedule 10 will apply.

21 ANTI-BRIBERY

21.1 For the purposes of this clause the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

21.2 Each party shall comply with all applicable anti-bribery laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

(a) all of that party's personnel;

(b) all others associated with that party; and

(c) all of that party's subcontractors;

(d) involved in performing this Agreement so comply.

21.3 Without limitation to clause 21.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

21.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause.

21.5 Any breach of this clause shall be deemed a Material Breach of this Agreement that is not remediable and shall entitle the other party to immediately terminate this Agreement by notice under clause 18.1.1 (Termination for Cause).

22 MODERN SLAVERY

22.1 The parties shall comply with the Modern Slavery Act 2015.

22.2 Each party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of it's obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of it's obligations.

22.3 Any breach of this clause by a party shall be deemed a material breach of the Contract and shall entitle the other to terminate this Agreement with immediate effect.

23 NON-SOLICITATION

23.1 Neither party shall (except with the prior written consent of the other) during the term of this Agreement and for a period of twelve months thereafter, directly or indirectly entice away or solicit the services (or attempt to entice away or solicit the services) of any staff of the other who have been engaged in the provision of the Services or the management of this Agreement or any significant part thereof either as principal, agent, officer, employee, independent contractor or any other form of employment or engagement. Where a party is found by the other (acting reasonably) to be in breach of this clause then the party in breach shall, on demand, pay 45% of the annual basic salary or annual fee payable by the party not

in breach, to the relevant employee. The parties agree that any such liquidated damages shall have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by Littlefish.

24 WAIVER

24.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

25 ACCUMULATION OF REMEDIES

25.1 Subject to the specific limitations set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity by statute or otherwise.

26 SEVERABILITY

26.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

27 PARTNERSHIP OR AGENCY

27.1 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

28 NOTICES

28.1 All notices under this Agreement shall be in writing and shall be sent to the address of the relevant party as set out below:

	Postal Address	**Email Address**
Customer		
Littlefish	Price House, 37 Stoney Street, Nottingham, NG1 1LS	legal@littlefish.co.uk

28.2 Notices may be given and shall be deemed to have been received:

(a) by hand: at the time of delivery;

(b) by post: at 9.00 am on the second Business Day after posting;

(c) by email: on transmission subject to not receiving a sent error message.

29 THIRD PARTY RIGHTS

29.1 Subject as specifically set out in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

30 ENTIRE AGREEMENT

30.1 The parties agree that this Agreement and any documents referred to in it, constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

30.2 Each party acknowledges that it has not entered into this Agreement or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

31 COUNTERPARTS

31.1 This Agreement may be executed in any number of counterparts or duplicates, each of which when signed and dated shall be an original, and such counterparts or duplicates taken together shall constitute one and the same agreement.

32 LANGUAGE & COSTS

32.1 This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

32.2 Each party shall bear its own costs and expenses arising in connection with the drafting, negotiation, execution, completion, registration (if applicable) and performance of this Agreement and any documents referred to in it.

33 GOVERNING LAW AND JURISDICTION

33.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

33.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

34 CONFLICTS

34.1 If there is a conflict between the terms contained in this Agreement and the terms contained in the schedules to this Agreement, the terms shall apply in the following priority order:

(a) terms of this Agreement;

(b) terms of the schedules to this Agreement.

35 EQUITABLE REMEDY

35.1 The Customer recognises that any breach or threatened breach of this Agreement may cause Littlefish irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Littlefish, the Customer acknowledges and agrees that Littlefish is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

36 FURTHER ASSURANCE

36.1 Both parties shall at the request and cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

Schedule 6: Data Protection Addendum

1 DEFINITIONS

1.1 In this Data Protection Addendum defined terms shall have the same meaning, and the same rules of interpretation shall apply, as in the remainder of the Agreement. In addition, in this Data Protection Addendum the following definitions have the meanings given below.

Applicable Data Protection Laws	means: (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data. (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Littlefish is subject, which relates to the protection of personal data.
Applicable Laws	means: (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom. (b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Littlefish is subject.
Customer Personal Data	any personal data of which the Customer is the controller or which the Customer is processing on behalf of another Controller (excluding Littlefish).
EU GDPR	the General Data Protection Regulation (*(EU) 2016/679*).
Littlefish Personal Data	any personal data of which Littlefish is the Controller.
Purpose	the purposes for which the Customer Personal Data is processed, as set out in Annex B.
UK GDPR	has the meaning given to it in the Data Protection Act 2018.

1.2 The terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

2 DATA PROTECTION

2.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

2.2 The parties have determined that, for the purposes of Applicable Data Protection Laws:

2.2.1 Littlefish shall act as controller in respect of the Customer Personal Data and processing activities set out in Part 1 of Annex A; and

2.2.2 Littlefish shall process the Customer Personal Data set out in Part 2 of Annex A, as a processor on behalf of the Customer in respect of the processing activities set out in Part 2 of Annex A.

2.3 Should the determination in clause 2.2 change, then each party shall work together in good faith to make any changes which are necessary to this clause 2 or the related schedules.

2.4 By entering into this Agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Littlefish in connection with the processing of Customer Personal Data by Littlefish as controller, provided these are in compliance with the then-current version of Littlefish's privacy policy available at https://www.littlefish.co.uk/privacy-policy/ (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.

2.5 Without prejudice to the generality of clause 2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Littlefish and lawful collection of the same by Littlefish for the duration and purposes of this Agreement.

2.6 In relation to the Customer Personal Data processed by Littlefish as processor on behalf of Customer, Annex B sets out the scope, nature and purpose of processing by Littlefish, the duration of the processing and the types of personal data and categories of data subject.

2.7 Without prejudice to the generality of clause 2 Littlefish shall, in relation to Customer Personal Data which it processes as processor on behalf of Customer:

2.7.1 process that Customer Personal Data only on the documented instructions of the Customer, unless Littlefish is required by Applicable Laws to otherwise process that Customer Personal Data. Where Littlefish is relying on Applicable Laws as the basis for processing Customer Processor Data, Littlefish shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. Littlefish shall inform the Customer if, in the opinion of Littlefish, the instructions of the Customer infringe Applicable Data Protection Legislation;

2.7.2 implement the technical and organisational measures set out in Annex C to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss,

destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

2.7.3 ensure that any personnel engaged and authorised by Littlefish to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

2.7.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Littlefish), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

2.7.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

2.7.6 delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Littlefish is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 2.7.6 Customer Personal Data shall be considered deleted where it is put beyond further use by Littlefish; and

2.7.7 maintain records to demonstrate its compliance with this clause 2 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice, no more than once per year.

2.8 The Customer hereby provides its prior, general authorisation for Littlefish to:

2.8.1 appoint processors to process the Customer Personal Data, provided that Littlefish:

(a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Littlefish in this clause 2;

(b) shall remain responsible for the failure of any such processor to meet its data protection obligations; and

(c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Littlefish's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Littlefish for any losses, damages, costs (including legal fees) and expenses suffered by Littlefish in accommodating the objection.

2.8.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Littlefish shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Littlefish, including any request to enter into standard data protection clauses adopted by

the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

Annex A - Role of the Parties

Part 1 - Where Littlefish acts as a controller of Customer Personal Data

- when processing personal data of Customer personnel for account management, billing, business administration and other customer relationship management purposes

Part 2 - Where Littlefish acts as a processor of Customer Personal Data

- any processing that occurs in the performance of the Services, including through access to Customer IT Environment and data for the purposes of ensuring the successful delivery of the Services.

Annex B - Particulars of the processing

Subject matter of Processing	Cyber Services as further defined in the Service Schedules
Duration of Processing	The term of this Agreement plus 60 days.
Nature and Purpose of Processing	Any processing that occurs in the performance of the Services, including through access to Customer IT Environment and data for the purposes of ensuring the successful delivery of the Services. The parties acknowledge that the processing of Personal Data shall be incidental to and not a primary part or purpose of the Services.
Type of Personal Data	Broad - any Personal Data that may be processed in the Customer IT Environment (with the potential that some may be accessed incidentally). Personal Data that may be processed directly for the purpose of delivering the Services include name, work telephone number, work location/address, personal location/address, work email address.
Categories of Data Subject	Any processing that occurs in the performance of the Services, including through access to Customer IT Environment and data for the purposes of ensuring the successful delivery of the Services.

	The parties acknowledge that the processing of Personal Data shall be incidental to and not a primary part or purpose of the Services.

Annex C - Technical and organisational measures

https://www.littlefish.co.uk/wp-content/uploads/2024/09/Technical-and-Organizational-Measures.docx

Schedule 9 Agreement Variation Notice

AVN Ref: [ref]	**AVN – [Customer name]**	**AVN Date:**	**[date]**
Agreement:	IT Managed Services Agreement entered into between: (1) Little Fish (UK) Ltd registered in England and Wales with company number 04700876 and registered office Price House, 37 Stoney Street, Nottingham, England NG1 1LS; and (2) [customer name] registered in England Wales with company number [number] and registered office [address] ("Customer") dated [date of current agreement] ("Agreement")	**Originator:**	[name] @ Littlefish
Title of Change:	**[Describe Variation to the Agreement]**		

This agreement variation notice is supplemental to the Agreement and subject to the amendments set out in this agreement variation notice, the Agreement shall remain in full force and effect. The parties agree that in consideration of Littlefish continuing to provide the Services (as defined in the Agreement), the Customer agrees to the amendments as set out in this agreement variation notice.

This agreement variation notice and any dispute or claim arising out of it (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement variation notice, its subject matter or formation.

Attachment: [attach any extra information needed]

Charges: [£] per month [use where charges have changed]

Little Fish (UK) Ltd	**[Customer]**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Date of implementation of amendments:

Schedule 10 TUPE

TUPE ON COMMENCEMENT OF AGREEMENT

1 DEFINITIONS

Losses	means costs, claims, liabilities and expenses (including legal expenses reasonably incurred);
TUPE Regulations	Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended; and
Subcontractor	means any subcontractor of the Supplier.

1.1 If the TUPE Regulations are to apply on commencement of this Agreement or any of the Services or other services provided under this Agreement (or part thereof) (a "Transfer" and the date of such Transfer is the "Transfer Date"), the Customer shall and shall procure that any supplier of services which are the same as or similar to the Services ("Former Supplier"), shall provide the Supplier with the Employee Liability Information ("ELI") required under regulation 11 of TUPE at least 28 days prior to such Transfer Date, which shall be updated and sent to the Supplier 3 days prior to such Transfer Date. The Customer warrants that those persons whose employment will transfer to the Supplier and/or any Subcontractor on a Transfer will not exceed in number and will only include [NUMBER MUST BE ADDED BEFORE SIGNING OR WILL BE ZERO] people in the following role profiles [DETAILS MUST BE ADDED BEFORE SIGNING OR WILL BE NONE] ("Expected Entry Employees"). Any other person not included above as an Expected Entry Employee, who is or has been employed or engaged by the Customer and/or Former Supplier, will be an "Unexpected Entry Employee".

2 CUSTOMER INDEMNITIES

2.1 In the context of a Transfer, the Customer shall indemnify and procure that any Former Supplier shall indemnify the Supplier and/or any Subcontractor against (subject to any limitations below) all Losses relating to any Expected Entry Employee incurred by the Supplier and/or any Subcontractor in connection with or as a result of:

2.1.1 any act, fault or omission of the Customer and/or Former Supplier on or before a Transfer Date;

2.1.2 any act, fault or omission of the Supplier and/or any Subcontractor on or before a Transfer Date that is caused by the Customer and/or Former Supplier's failure to provide adequate ELI information under regulation 11 of TUPE in line with the timing in clause 1 above;

2.1.3 any failure by the Customer and/or Former Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the direct failure of the Supplier and/or any Subcontractor to comply with its duties under regulation 13 of TUPE;

2.1.4 any failure by the Customer and/or Former Supplier to provide to the Supplier and/or any Subcontractor ELI in accordance with regulation 11 of TUPE;

2.1.5 any Beckman and Martin related liabilities;

2.1.6 (Only where the Customer and/or Former Supplier have failed to provide the ELI in advance of the parties' signing of this Agreement) the difference, for any relevant period between a Transfer and the termination or expiry of this Agreement, between (i) the salary and benefit costs of the Expected Entry Employees incurred by the Supplier and/or any Subcontractor and (ii) the average salary and benefit costs for roles of those types in the chosen location (to be confirmed by a professional recruiter acting as bench-marker); and

2.1.7 (Only where the Customer and/or Former Supplier have failed to provide the ELI in advance of the parties' signing of this Agreement) the cost of the Supplier and/or any Subcontractor making Expected Entry Employees redundant following a Transfer (which will be any final pay, notice pay, contractual and statutory redundancy pay and any accrued holiday pay only) provided that the Supplier and/or any Subcontractor dismisses any such Expected Entry Employee within 45 days of a Transfer Date.

3 SUPPLIER INDEMNITIES

3.1 The Supplier shall indemnify the Customer against any claims in respect of any Expected Entry Employees arising from:

3.1.1 any act or omission by the Supplier and/or any Subcontractor occurring on or after a Transfer Date (other than where any act or omission of the Supplier and/or any Subcontractor is caused by the Customer or Former Supplier failing to provide to the Supplier and/or any Subcontractor any ELI or failing to comply with the TUPE Regulations);

3.1.2 any failures of the Supplier and/or any Subcontractor in connection with regulation 13 of TUPE that is not caused by any failure of the Customer and/or Former Supplier in relation to regulation 11 of TUPE and/or in relation to ELI;

3.1.3 any measure or change (including the change of identity of employer) proposed to be taken by the Supplier and/or any Subcontractor on or after a Transfer Date; and

3.1.4 (subject always to clause 2.1.6 of this Schedule 10 above) all and any claims in respect of all emoluments and outgoings (including all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after a Transfer (not including any Beckman and Martin related liabilities).

UNEXPECTED ENTRY EMPLOYEES

4 **CUSTOMER INDEMNITIES**

4.1 If TUPE applies to transfer the employment of any person who is an Unexpected Entry Employee to the Supplier and/or any Subcontractor in connection with a Transfer (or this is alleged) then, if the Supplier and/or any Subcontractor shall terminate the employment of such person within 45 days after the date of such transfer or of learning of the alleged transfer, the Customer shall (and shall procure that a Former Supplier shall) on demand indemnify the Supplier and/or any Subcontractor in respect of any resulting Losses (including but not limited to employment costs and termination costs) other than relating to discrimination claims caused by the Supplier's and/or Subcontractor's acts or omissions or

payments under a settlement agreement that have not been agreed in advance by the Customer (acting reasonably).

4.2 The Customer shall (and shall procure that a Former Supplier shall) on demand indemnify the Supplier and/or any Subcontractor in respect of all Losses incurred by the Supplier and/or any Subcontractor in connection with or as a result of any act, omission or obligation whatsoever (including but not limited to information and consultation) on or before a Transfer Date in relation to any Unexpected Entry Employee.

TUPE EXIT PROVISIONS

5 PROVISION OF TUPE INFORMATION

5.2 If TUPE applies or will apply on the termination or expiry of this Agreement ("Exit Transfer" and the date of such Exit Transfer shall be an "Exit Transfer Date") the Supplier shall (subject to Data Protection laws) not later than three months prior to the expiry of this Agreement (or, if earlier, within fourteen (14) days of notice being given of termination of this Agreement) provide the Customer and any supplier of the Customer who takes over, or carries out the same or similar services to, any of the Services (or other services or part of them) (the "New Supplier") with the ELI required under regulation 11 of TUPE. The Supplier shall provide updates of the details listed above at regular intervals to be reasonably specified by the Customer. The Customer shall ensure that this information is used by it or any other party only for the purposes of assessing TUPE liabilities. The final list of the personnel who will transfer under TUPE on an Exit Transfer shall be provided by the Supplier within the period of 3 days before the Exit Transfer Date ("Expected Exit Employees").

EXPECTED EXIT EMPLOYEES

6 SUPPLIER INDEMNITIES

7.1 The Supplier shall indemnify the Customer (both for itself and a New Supplier appointed by the Customer) against all Losses relating to any Expected Exit Employee incurred by the Customer and/or any New Supplier in connection with or as a result of:

6.1.1 any act, fault or omission of the Supplier and/or any Subcontractor on or before the Exit Transfer Date; and

6.1.2 any failure by the Supplier and/or any Subcontractor to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the direct failure of the Customer and/or any New Supplier to comply with its or their duties under regulation 13 of TUPE.

7 CUSTOMER INDEMNITIES

7.1 The Customer shall indemnify the Supplier and shall procure that any New Supplier indemnifies the Supplier and/or any Subcontractor against any claims in respect of any Expected Exit Employees arising from:

7.1.1 any act or omission by the Customer or any New Supplier occurring on or after the Exit Transfer Date (other than where any act or omission of the Customer and/or New Supplier is caused by the Supplier and/or any Subcontractor failing to provide to the Customer or any New Supplier any ELI or failing to comply with the TUPE Regulations);

7.1.2 any failures of the Customer or any New Supplier in connection with regulation 13 of TUPE that is not caused by any failure of the Supplier and/or any Subcontractor in relation to regulation 11 of TUPE and/or in relation to ELI;

7.1.3 any measure or change (including the change of identity of employer) proposed to be taken by the Customer or any New Supplier on or after the Exit Transfer Date; and

7.1.4 all and any claims in respect of all emoluments and outgoings (including all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Exit Transfer.

UNEXPECTED EXIT EMPLOYEES

8 SUPPLIER INDEMNITIES

8.1 If TUPE applies to transfer the employment of any person (who is or has been employed or engaged by the Supplier and/or any Subcontractor) who is not on the list of Expected Exit Employees ("Unexpected Exit Employees") to the Customer and/or any New Supplier (or this is alleged) then, if the Customer and/or any New Supplier shall terminate the employment of such person within 45 days after the date of such transfer or learning of the alleged transfer, the Supplier shall on demand indemnify the Customer (for itself and any New Supplier) in respect of any resulting Losses (including but not limited to employment costs and termination costs, but excluding Beckman and Martin related liabilities) other than relating to discrimination claims caused by the Customer's and/or New Supplier's acts or omissions or payments under a settlement agreement that have not been agreed in advance by the Supplier (acting reasonably).

8.2 The Supplier shall on demand indemnify the Customer and/or any New Supplier in respect of all Losses incurred by the Customer and/or any New Supplier in connection with or as a result of any act, omission or obligation of the Supplier and/or Subcontractor (including but not limited to information and consultation) on or before an Exit Transfer Date in relation to any Unexpected Exit Employee.