

THIS MASTER SERVICES AGREEMENT is dated day of 20[]

Parties

- (1) PROGRAM FRAMEWORK LIMITED incorporated and registered in England and Wales with company number 05461232 whose registered office is at Hoppingwood Farm, Robin Hood Way, London, SW20 0AB ("Supplier"); and
 - (2) [CLIENT NAME] incorporated and registered in UK and Wales [with company number [insert number]] whose [registered office [OR] principal place of business] is at [insert address] ("Client"),
- (each a "Party" and together, the "Parties").

BACKGROUND

- (A) The Supplier has developed and will provide the Services (as defined below).
- (B) The Client wishes to use the Supplier's Services in its business operations.
- (C) The Supplier has agreed to provide, and the Client has agreed to take and pay for, the Services, subject to the terms and conditions of this Agreement (as defined below).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Acceptance Criteria: the acceptance criteria as specified in clause 11.2 or referred to in a Proposal or as otherwise agreed by the Parties expressly in writing after the date of the Proposal against which the Acceptance Tests are to be carried out to determine whether the Deliverables meet the Proposal.

Acceptance Tests: the acceptance tests as specified or referred to in a Proposal to be undertaken to determine whether the Deliverables meet the Acceptance Criteria.

Affiliate: in relation to any entity, (a) that entity; (b) any subsidiary undertaking or parent undertaking of such entity or a subsidiary undertaking of any such parent undertaking from time to time (as defined by section 1162 of the Companies Act 2006); or (c) any entity controlling, controlled by, or under common control with, the relevant entity or any of the aforementioned parent undertakings or subsidiary undertakings.

Agreement: the terms and conditions set out in this agreement.

Applicable Data Protection Legislation:

- i) To the extent the UK data protection legislation applies, all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made

thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- ii) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force which relate to the business of the applicable Party.

Assumptions: has the meaning given in clause 9.3.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Systems: the information technology and communication systems, including networks, hardware, software and interfaces owned by, or licensed to, the Client or any of its agents or contractors.

Change Request: any request to alter the Services pursuant to this Agreement as set out in clause 15.

Client Data: any information that is provided by the Client to the Supplier as part of the Client's use of the Services, including any information derived from such information.

Client's Operating Environment: the Client's computing environment (consisting of hardware and software) that is to be used by the Client in connection with its use of the Managed Services and which interfaces with the Supplier's System in order for the Client to receive the Managed Services, but excluding the Client-side Equipment.

Client Personal Data: any Personal Data which the Supplier processes in connection with the Contract, in the capacity of a processor on behalf of the Client.

Client-side Equipment: any equipment located or to be located on a Client Site to be used by the Supplier as part of the Services.

Client Site: any premises used by the Client at which it receives the Services.

Commencement Date: means the date of this Agreement.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its "Representatives") to the other Party and that Party's Representatives in connection with the Contract which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Contract: the agreement between the Supplier and the Client for the provision of Services in accordance with the terms and conditions set out in this Agreement, the Proposal and any variations and other documents which have been agreed between the Parties in writing from time to time.

Charges: the fees payable by the Client to the Supplier in respect of any Professional Services and any Out of Scope Services.

Deliverable: all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Dispute Resolution Procedure: the procedure described in clause 29.

Document: in addition to 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.

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

Fee(s): the Solution Deployment Fee, the Solution Service Fee, any Charges and any other fees payable by the Client to the Supplier, as described in the Proposal or as otherwise agreed between the Parties in writing.

Force Majeure Event: has the meaning given in clause 20.

Go-live Date: the date on which the Software is Accepted or deemed Accepted in accordance with clause 11.

Good Industry Practice: the standards of a skilled and experienced provider of services similar or identical to the applicable Services, having regard to factors such as the nature and size of the Parties, the type of service, Service Level Arrangements, the term, the pricing structure and any other relevant factors.

Hardware: all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by the Supplier to deliver the Managed Services to the Client.

Initial Term: twelve (12) months from the Commencement Date or as otherwise set out in the relevant Proposal. For the avoidance of doubt, each Proposal will have its own Term, which will extend the Initial Term of the Agreement if the term of the Proposal is longer than the Initial Term of the Agreement.

Intellectual Property Rights or IPR: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including the Software, patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of clients, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

IPR Claim: a claim arising from the infringement of IPR belonging to third parties.

Issues List: a written list of the non-conformities to the Acceptance Criteria for a specific Deliverable.

Maintenance: any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Managed Services, as well as any other support or training services provided to the Client under the Contract, all as described in the Proposal, if applicable.

Maintenance Release: release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

Managed Services: the support service described in the Proposal (including any support arrangements and Maintenance) to be performed by the Supplier in accordance with the Contract.

New Version: any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Normal Business Hours: 9.00 am to 5.30 pm local UK time on Business Days unless otherwise set out in a Proposal.

Out of Scope: those out of scope services specified as such in the Proposal together with any other services which are not detailed in the Proposal.

Professional Services: the services, including any customisation, described in the Proposal to be performed by the Supplier in accordance with the Contract if applicable.

Proposal: the specification for the Software, the Services and any other services agreed between the Parties as set out in the document headed 'Proposal' and which incorporates the terms and conditions of this Agreement.

Relief Events: the following events:

- (a) the negligence, act, omission, or default of the Client;
- (b) any failure by the Client to comply with its obligations under the Contract;
- (c) any error or malfunction in the Business Systems or any other software, hardware or systems for which the Supplier is not responsible or any failure by the Client, its agents or contractors (including any existing service provider) to obtain sufficient support and maintenance, as required, for any software, hardware or systems for which the Supplier is not responsible;
- (d) any failure by the Client or its agents or contractors (including any existing service provider) to provide any information, co-operation or instructions or failure to provide accurate, correct and complete information, co-operation or instructions, to the Supplier which is reasonably required by the Supplier for the proper performance of its obligations under the Contract;
- (e) any failure caused by Third Party Services;
- (f) any telecommunications network defect, delay or failure or failure of the Client's hardware or other systems;
- (g) any of the causes or events set out in clause 13.7; or

(h) a Force Majeure Event.

Service Level Arrangements: any service level arrangements set out in the Proposal.

Services: the Solution Deployment, Solution Service, any Professional Services including consulting, advisory, integration or technical services and any other services performed by the Supplier under a Proposal or otherwise agreed in writing between the Parties.

Software: 'Power Framework' and any other software set out in the Proposal and any Maintenance Release which is acquired by the Client during the term of the Contract.

Solution Deployment: the deployment services set out in the Proposal.

Solution Deployment Fee: the one off fee payable by the Client to the Supplier in accordance with the Proposal for the Solution Deployment.

Solution Service: the use of the Software for the maximum number of users set out in the Proposal together with the associated Managed Services.

Solution Service Fee: the annual fee payable by the Client to the Supplier in accordance with the Proposal for the Solution Service.

Supplier's System: the system to be used by the Supplier in performing the Managed Services, including the Hardware, any Third Party Services and communications links between the Hardware and the Client-side Equipment and the Client's Operating Environment.

Term: the Initial Term and any Extended Term, as applicable.

Third Party Services: any services, goods, code or software programs written or provided by third parties which are used by the Client during the provision of the Services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules (if any) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail.
- 1.10 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.11 References to clauses and Schedules (if any) are to the clauses and Schedules of this Agreement.
- 1.12 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 A reference to the Contract or to any other agreement or document referred to in the Contract is a reference to the Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time.
- 1.14 In the event of any conflict or inconsistency between the clauses of this Agreement, the Proposal (including any changes to the Proposal) and any Schedules, the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency:
- (a) Proposal;
 - (b) the Schedules (if any);
 - (c) the clauses in this Agreement.

2. PROVISION OF SERVICES

- 2.1 This Agreement sets out the terms and conditions under which the Supplier shall provide to the Client the Services.
- 2.2 The Contract shall (i) be in substitution for any prior oral or other prior arrangements between the Supplier and the Client in connection with the purchase of the relevant Services; and (ii) prevail over any inconsistent terms or conditions contained in, or referenced in, any order confirmation or other acknowledgement, quotation, delivery note, invoice or similar document or implied by law, trade custom or practice.
- 2.3 No addition to, variation of or other amendment or purported amendment to this Agreement, any Schedule and a Proposal shall be binding on the Parties unless expressly stated as such, made in writing and signed by a duly authorised representative of both Parties.

3. LICENCE OF SOFTWARE

3.1 In consideration of the Solution Service Fee paid by the Client to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Client a non-exclusive, revocable, worldwide, non-transferable licence to use of the Software for the duration set out in the applicable Proposal until terminated.

3.2 In relation to scope of use:

- (a) for the purposes of clause 3.1, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Client's Data for the normal business purposes of the Client (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Client or other user authorised by the Supplier);
- (b) the Client may not use the Software other than as specified in the Contract without the prior written consent of the Supplier, and the Client acknowledges that additional fees may be payable on any change of use approved by the Supplier; and
- (c) except as expressly stated in this clause 3, the Client has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Client, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Client shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.

3.3 The Client may not use any such information provided by the Supplier or obtained by the Client during any such reduction permitted under clause 3.2(c) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

3.4 The Client shall not:

- (a) sub-licence, assign or novate the benefit or burden of this licence in whole or in part;
- (b) allow the Software to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under the Contract,

without the prior written consent of the Supplier.

3.5 The Client shall:

- (a) ensure that the number of persons using the Software does not exceed the maximum number agreed with the Supplier in writing;
 - (b) keep a complete and accurate record of the Client's copying and disclosure of the Software and its users, and produce such record to the Supplier on request from time to time;
 - (c) notify the Supplier as soon as it becomes aware of any unauthorised use of the Software by any person; and
 - (d) pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 9.10, from such date to the date of payment.
- 3.6 The Client shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Client is complying with the terms of this licence, provided that the Supplier provides reasonable advance notice to the Client of such inspections, which shall take place at reasonable times during a Business Day.
- 3.7 The Client warrants that it shall not compete with the Software during the term of the Contract and for a period of six (6) years thereafter.
- 3.8 The Supplier will provide the Client with all Maintenance Releases generally made available to its customers. The Client shall install all Maintenance Releases as soon as reasonably practicable after receipt.
- 4. THIRD PARTY SERVICES
- 4.1 With regards to any Third Party Services, notwithstanding whether the Supplier has procured it on the Client's behalf, the Supplier expressly excludes:
 - (a) any warranty that the Third Party Services supplied or licensed under the Contract will operate substantially in accordance with, and perform, the material functions and features as set out in its or the third party's marketing, sales or other associated documentation; and
 - (b) any and all liability in relation to the use of such Third Party Services.
- 4.2 The Client shall remain liable for any and all payments owed to the Supplier throughout the Contract in relation to any Third Party Services and until the end of the respective licence terms and shall adhere to any end user licence agreements issued by such third party in relation to the Third Party Services.

- 4.3 It is a condition of this Agreement that the Client shall enter into such licence agreements as so prescribed by the relevant software owners of each Third Party Services identified within this Agreement and/or in the applicable Proposal. In the event the Client does not accept the terms of such licence agreements, the Supplier reserves the right to suspend the provision of the Services until such time as the Client enters into such licence agreement. For the avoidance of any doubt, the Client shall not do any actions and/or omissions which will cause the Supplier to be in breach with any of its third party terms.
- 4.4 The Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier by a third party for actual or alleged breach of such licence terms by the Client.
- 4.5 The Client acknowledges that it is responsible for ensuring that the Client's Hardware, and operating software for such Hardware is compatible with the Third Party Services and the Supplier gives no warranty in relation thereto unless agreed otherwise in writing between the Parties in the Proposal.
- 4.6 Except as expressly provided in the Contract, the Client assumes sole responsibility for results obtained from the use of any Third Party Services and for conclusions drawn from such use. The Supplier shall have no liability for any inaccuracies, errors and/or omissions in any information, instructions or other outputs provided in connection with such Third Party Services or any actions taken by the Supplier at the Client's direction.
5. MANAGED SERVICES
- 5.1 The Supplier shall use commercially reasonable endeavours to provide the Managed Services in accordance with any Service Level Arrangements stated in the Proposal.
- 5.2 Unless otherwise specified in the relevant Proposal or agreed in writing by the Supplier, the Supplier will provide the Managed Services remotely.
- 5.3 The Client shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or authorised by the Client).
- 5.4 The Client must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure as notified to the Client by the Supplier in writing. This includes informing the Supplier promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, the Supplier will work with the Client to alleviate the situation as quickly as possible. The Parties shall discuss and agree appropriate action (including suspending the Managed Services).

- 5.5 The Client shall not provide the Managed Services to third parties without the prior written consent of the Supplier.
- 5.6 The Client acknowledges that the Supplier may at any time, with the Client's prior written approval, incorporate licence management software into elements of the Managed Services for the purposes of ensuring that licence rights are not exceeded, where the Supplier has a licencing responsibility for software installed on the Client server. Any such costs relating to such incorporation shall be at the Client's sole cost and expense.
- 5.7 The Client acknowledges that certain conditions outside of the Supplier's control may adversely impact the ability of the Supplier to perform functions of the Managed Services and as a result, the Supplier disclaims any and all liability resulting from or related to such conditions. Examples of such conditions are listed below:
- (a) failure of Client hardware, software or operating system;
 - (b) partial or full failure of Third Party Services;
 - (c) network connectivity issues between Client server and the Supplier's monitoring platform; and/or
 - (d) network connectivity issues between Client server and Third Party products.
- 5.8 The Managed Services acquired by the Client under the Contract are solely for the Client's own internal use and not for resale or sub-licensing, unless otherwise agreed in writing.
- 5.9 The Supplier reserves the right to:
- (a) modify the Supplier's System, its network, system configurations or routing configuration; or
 - (b) modify or replace any Hardware or Software in its network or in equipment used to deliver any Managed Service over its network,
- provided that this has no adverse effect on the Supplier's obligations or performance under the Contract and its provision of the Managed Services or any Service Level Arrangements. If such changes will have an adverse effect, the Supplier shall notify the Client.
- 5.10 The Supplier will not provide the Managed Service, and bear no liability, in respect of defects or errors:
- (a) resulting from any modifications or enhancements of the Third Party Services not made by the Supplier;
 - (b) resulting from incorrect use of the Third Party Services in scenarios other than those intended by third parties;
 - (c) for any reason external to the Third Party Services including, but not limited to, failure of electrical supplies or natural disasters; and

- (d) resulting from the inter-relationship between the Third Party Services and any other software not supported by Supplier.
- 5.11 The Supplier may suspend, revoke or limit use of the Managed Services, wholly or partly (i) in case of late payments, (ii) if the Supplier in its absolute discretion finds that a risk to the overall integrity of the Managed Services has occurred, or (iii) other reasonable grounds exist. If the cause of the suspension is reasonably capable of being remedied, the Supplier will provide the Client notice of what actions the Client must take to reinstate the Managed Services and/or Software. If the Client fails to take such actions within a reasonable time, the Supplier may terminate the applicable Managed Service.
- 5.12 In relation to the Managed Services specifically and notwithstanding the Supplier's obligations under clause 5.1, the Supplier shall:
 - (a) staff the Supplier support desk with a team of skilled individuals (whether subcontracted or not);
 - (b) maintain a team skilled in the platform and with knowledge of the code developed to deliver the solution;
 - (c) maintain a comprehensive IT service management solution, with integrated knowledge base and how-to guides to reduce the time to issue resolution;
 - (d) undertake a regular account review, to discuss the Client's service needs and ensure that the Contract is in alignment with its needs;
 - (e) use commercially reasonable endeavours to follow the instructions of the Client and will remain courteous during any communications with Client personnel; and
 - (f) provide the Client with reasonable co-operation in relation to the Contract.
- 5.13 The Supplier shall be under no obligation to provide the Managed Services to the Client in the following circumstances:
 - (a) unauthorised use of the Software by the Client or use otherwise than in accordance with the Contract;
 - (b) providing the Managed Services outside Normal Business Hours unless otherwise agreed between the Parties in writing or as set out in the relevant Proposal;
 - (c) providing any other services which are Out of Scope;
 - (d) training in use of any upgrades (unless specifically set out in the Proposal); and
 - (e) providing the Managed Services to the Client where such support would have been unnecessary if the Client had implemented update(s) and upgrade(s) supplied or offered to the Client pursuant to the call for technical support.
- 5.14 If the Supplier breaches its obligations in this clause 5, the Supplier shall, at its expense, use commercially reasonable endeavours to correct any such non-conformance in accordance with any Service Level Arrangements.

6. RESPONSIBILITIES OF SUPPLIER

6.1 The Supplier shall:

- (a) provide the Services in accordance with the terms of this Agreement and the Proposal;
- (b) use its commercially reasonable endeavours to complete any Deliverables set out in any Proposal;
- (c) use its commercially reasonable endeavours to meet any performance dates set out in any Proposal but unless otherwise expressly agreed in writing in such Proposal, any performance dates shall be estimates only and time shall not be of the essence for the provision of any Services and/or Deliverables;
- (d) commit sufficient resources to the provision of the Services to enable their delivery in accordance with this Agreement and Proposal;
- (e) provide the Services with due care, skill and ability in accordance with Good Industry Practice;
- (f) take such steps as may be required to fulfil its obligations under this Agreement and any Proposal;
- (g) utilising suitably skilled, qualified, experienced, supervised and vetted employees, agents, representatives and authorised sub-contractors who will exercise all reasonable skill and care;
- (h) notify the Client promptly if the Supplier is unable to comply with any of the terms of this Agreement or any Proposal; and
- (i) observe and ensure that its personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Client Sites and which have been communicated to it in accordance with clause 7.1, where the Supplier is required to be on such Client Sites for the provision of the Services.

6.2 The Supplier shall co-operate with the Client in all matters relating to the Services and shall appoint a Representative ("Supplier Representative"), as the contact throughout the Services.

6.3 The Client confirms that the Supplier may employ sub-contractors without seeking the prior consent of the Client. Notwithstanding the foregoing, the Supplier shall at all times be responsible for and liable in respect of the performance of all obligations under the Contract, whether such obligations are performed by the Supplier itself, or any sub-contractor engaged by the Supplier. For the avoidance of doubt, the Supplier shall not be held liable for the actions or omissions of any third parties that are not its sub-contractors.

6.4 The Supplier shall provide reasonable notice to the Client of any change in its senior personnel engaged as part of any Professional Services. Where relevant, the Supplier shall replace any senior personnel who are removed with another appropriately skilled person.

- 6.5 The Supplier may in the provision of the Services make recommendations in relation to the Client's system including (but not limited to) the Client's security configuration, hardware, software and/or general IT system configuration. In the event that the Client does not wish to follow the Supplier's recommendations and, in the Supplier's reasonable opinion, such refusal will have an adverse effect on the Supplier's ability to provide the Services in accordance with this Agreement and the applicable Proposal, and agreement is not reached in respect of (i) any necessary action; (ii) the Services; and/or (iii) applicable Fees, then the Supplier reserves the right to cease provision of the affected Services in whole or in part and/or to terminate the Agreement and/or the applicable Proposal.
- 6.6 The Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof). Whilst the Supplier will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, the Supplier cannot guarantee that such events will not occur. Accordingly, the Supplier disclaims any and all liability resulting from or related to such events.
7. RESPONSIBILITIES OF THE CLIENT
- 7.1 To the extent that the Supplier requires access to the Client Site to perform the Services, the Client shall use reasonable endeavours to provide such access during Normal Business Hours and to provide a suitable work environment to enable the Supplier to perform such Services subject to the Supplier complying with such internal policies and procedures of the Client (including those relating to security and health and safety) as may be notified to the Supplier in writing from time to time.
- 7.2 The Client shall co-operate with the Supplier in all matters relating to the Services and shall appoint a Representative ("Client Representative"), who shall have authority to commit the Client on all matters relating to the relevant Services.
- 7.3 The Client shall:
- (a) be a bona fide licensed user of, and comply with the terms of the applicable licences for, all Third Party Services used in the provision of the Services;
 - (b) co-operate with the Supplier in all matters relating to the Services as reasonably requested by the Supplier;
 - (c) not use the Services to receive, store or transmit material or data that is obscene, threatening, offensive, discriminatory, defamatory or in breach of confidence, infringes Intellectual Property Rights or other rights, gives rise to any cause of action against the Supplier in any jurisdiction or is otherwise unlawful, and the Supplier reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this sub-clause;

- (d) adhere to the dates scheduled for provision of Services by the Supplier to the Client as stated in the applicable Proposal or otherwise agreed between the Parties in writing. In the event the Client wishes to reschedule or cancel the dates for the provision of Services, the Supplier will use reasonable endeavours to re-assign allocated resources to other clients. If such re-assignment is not possible, the Client shall become liable to pay the following cancellation charges ("Cancellation Charges") will become payable from the Client to the Supplier on the following basis:
 - (i) if dates are changed or cancelled at the Client's request more than fourteen (14) days before the scheduled start date no Cancellation Charges are payable;
 - (ii) if dates are changed or cancelled between seven (7) days and fourteen (14) days before the scheduled start date Cancellation Charges equivalent to fifty percent (50%) of the Charges for the Services to be provided at that time will be payable;
 - (iii) if dates are changed or cancelled less than seven (7) days before the scheduled start date Cancellation Charges equivalent to one hundred percent (100%) of the Charges for the Services to be provided at that time will be payable;
- (e) provide such access to the Client's systems, software and platforms as may reasonably be requested by the Supplier;
- (f) inform the Supplier in writing of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
- (g) provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;
- (h) provide all information, documentation and materials and make available all resources as reasonably requested by the Supplier in the execution of its obligations under the Contract;
- (i) use all reasonable efforts to follow the reasonable instructions of Supplier support personnel with respect to the resolution of defects;
- (j) gather all relevant information prior to requesting assistance in respect of any defects including detailed defect description, and procedures required to replicate a problem if possible. Any additional information which may help in the diagnosis of a defect should be included such as network configuration details;
- (k) provide the Supplier with access to the Client's production computer system via a secure broadband link operating at the industry accepted bandwidth for the purposes of remote diagnostics should such capability be required;
- (l) use the Third Party Services and/or Software correctly in accordance with its operating instructions;

- (m) notify Supplier promptly of any problems with the Third Party Services and/or the Software; and
- (n) agree that if, in the course of performing the Services, it is reasonably necessary for the Supplier's performance of its obligations under a Proposal for the Supplier to access or use any equipment, software or data of the Client (or which is in the possession of the Client) then it shall where it is able to do so grant to Supplier a non-exclusive, royalty free, terminable licence to use the same solely for the purpose of delivering the Services only for as long as is strictly necessary to deliver such Services.

7.4 The Client shall:

- (a) use the Services only for lawful purposes and in accordance with the Contract;
- (b) keep and maintain all materials, equipment, documents and other property of or provided by the Supplier which are for the time being at the Client's Site in safe custody at the Client's own risk and maintain them in good condition until returned to the Supplier and not dispose of or use them otherwise than in accordance with the Supplier's written instructions or authorisation;
- (c) keep secure from third parties any passwords issued to the Client by the Supplier;
- (d) fully virus-check all data supplied to the Supplier pursuant to the Contract;
- (e) make the Client's Operating Environment and Client-side Equipment, required to provide the Services, accessible to the Supplier's support staff, enable logons or passwords required for such support staff (who will have their own logons);
- (f) ensure that any Client-side Equipment is in good working order and suitable for the purposes for which it is used;
- (g) ensure that the Supplier is able to access the systems needed to provide remote support, including but not limited to remote desktop access or screen sharing system;
- (h) permit the Supplier to install the current version of software required to provide the Managed Services from time to time when upgrades or fixes occur and to provide a reasonable level of assistance in implementation and testing;
- (i) provide notice of intention to change applicable Client-side Equipment or Client Operating Environment or data-feeds that will directly impact the Managed Services;
- (j) gather all relevant information prior to requesting assistance including detailed fault description, and procedures required to replicate a problem if possible. Any additional information which may help in the diagnosis of a fault should be included such as network configuration details;
- (k) comply with all applicable laws and regulations with respect to its activities under the Contract, including those set out in clause 21; and

- (l) carry out all other Client responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, the Supplier may adjust any timetable or delivery schedule set out in the Contract as reasonably necessary.
- 7.5 In the event that the Client elects to utilize any artificial intelligence content generation features embedded within the Software, the following provisions shall apply:
 - (a) the Client acknowledges that the content generation feature is subject to the Microsoft Generative AI Services Code of Conduct. The Client agrees to comply with these terms and policies in their use of the feature;
 - (b) the Client acknowledges that the Supplier does not guarantee the accuracy, reliability, or legality of any content generated by means of Artificial Intelligence. The Client assumes full responsibility for any content generated and stored within the Software, including ensuring that such content does not violate any laws, regulations, or third-party rights;
 - (c) the Client agrees to indemnify, defend, and hold harmless the Supplier from and against any and all claims, liabilities, damages, losses, or expenses arising out of or in connection with the Client's use of the content generation feature, including any claims related to the content generated or stored within the Software.
- 7.6 In the event that the Client is in breach of its obligations under the Contract (including payment obligations) then the Supplier shall provide written notice of such breach, specifying in detail the nature of the breach and providing fifteen (15) Business Days' notice to remedy such breach if capable of remedy. If the Client fails to remedy such breach, the Supplier shall be entitled to terminate or suspend the Services without prejudice to any pre-existing rights and obligations of either Party. The Supplier shall have no liability or responsibility should the Services fail to comply with the Proposal and/or Service Level Arrangements as a result of the Client (including without limitation any of its employees, subcontractors or any of its staff) being in breach of the Contract.
- 7.7 For the avoidance of doubt, if the Supplier suspends the Services pursuant to clauses 7.6, the Supplier reserves the right to charge all Fees as though the Services had continued as agreed for the period of suspension.
- 8. PROJECT ORGANISATION
 - 8.1 The Client Representative and the Supplier Representative shall have such meetings as are agreed between the Parties to monitor and review the performance of the Contract, to discuss any changes proposed in accordance with clause 15 and to discuss the Service Level Arrangements.
 - 8.2 Before each meeting, the Client Representative shall notify the Supplier Representative, and vice versa, of any problems relating to the provision of the Services for discussion at the meeting. At each such meeting, the Parties shall agree a plan to address such

problems. In the event of any problem being unresolved or a failure to agree on the plan, the matter shall be resolved in accordance with the Dispute Resolution Procedure. Progress in implementing the plan shall be included in the agenda for the next meeting.

9. PRICE AND PAYMENT

9.1 The Client shall pay:

- (a) the Solution Deployment Fee for the Solution Deployment in advance unless otherwise set out in the Proposal;
- (b) the Solution Service Fee (and any applicable Third Party Services fees) for the Solution Services annually in advance of each year unless otherwise set out in the Proposal. Unless otherwise agreed in writing, the Solution Service Fees are non-refundable; and
- (c) the Charges in accordance with the payment intervals stated in the Proposal.

9.2 If no Charges are quoted, the Charges shall be calculated in accordance with the Supplier's daily fee rates set out in the Proposal as amended from time to time in accordance with this Agreement. For the avoidance of doubt, in the event the Client delays the Go-live Date (which falls outside of the Cancellation Charges) or has not conducted its Acceptance Testing in accordance with clause 11, the Supplier may charge the Client such delays in accordance with its day rate or a reasonable fee if no day rate has been specified.

9.3 Where a Fee has been quoted, this is a best estimate based on the information given to the Supplier by the Client and/or which is available at that time and may be based on a number of assumptions set out in the Proposal ("Assumptions"). If it materialises that in the Supplier's reasonable opinion, the information provided and/or Assumptions made are incorrect, inaccurate or have changed and/or that the proposed scope of Services is not feasible, the Supplier shall be entitled to charge (at the Supplier's current rate card) the Client for any Out of Scope Services or other additional Services provided to those detailed in the Proposal together with all related costs and expenses incurred by the Supplier.

9.4 Where the Services are provided on a time-and-materials basis:

- (a) the Supplier's standard hourly or daily rates are calculated on the basis of Normal Business Hours;
- (b) the Supplier shall be entitled to charge an overtime rate for time worked outside Normal Business Hours as set out in the Proposal;
- (c) the Supplier shall complete the relevant time recording systems to calculate the Charges for each invoice charged on a time and materials basis; and
- (d) travelling time to and from any Client Site to be charged on a pro rata basis at the standard daily fee rate. The Supplier shall use reasonable endeavours to minimise travel time.

- 9.5 The Fees exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier or its subcontractors in providing the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Client for the Services ("Expenses"). The Supplier shall obtain the Client's prior written approval before incurring any such expense, material or service and shall be payable by the Client in accordance with clause 9.6.
- 9.6 The Client shall pay each undisputed invoice for the Fees and Expenses in full and cleared funds (without deduction or set-off) within thirty (30) days of the date of such invoice unless otherwise agreed in writing by the Supplier. For all Service Deployment Fees and Solution Service Fees, the Client shall pay each undisputed invoice in full and cleared funds (without deduction or set-off) in advance of providing the Services unless otherwise agreed in writing. Expenses shall be invoiced separately.
- 9.7 All payments by the Client hereunder shall be in United Kingdom pound sterling unless otherwise agreed or set out in the Proposal and shall be paid to the Supplier's bank account as advised by the Supplier to the Client in writing.
- 9.8 All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by the Client, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.
- 9.9 Should the Client be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the Contract, the Fees payable shall be increased by the amount of such tax to ensure that the Supplier receives a sum equal to the amount to be paid under the applicable Proposal.
- 9.10 Without prejudice to any other remedy that the Supplier may have, if payment of the Fees or any part thereof is overdue then unless the Client has notified the Supplier in writing that such payment is in dispute within ten (10) Business Days of receipt of the corresponding invoice, the Supplier may, without prejudice to any other rights or remedies, charge the Client interest on the overdue amount at the rate of three percent (3%) per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 9.11 The Client shall not be able to dispute any amounts which have been paid by the Client after a period of three (3) months has elapsed from the date of invoice.
- 9.12 The Supplier shall not be obliged to provide any of the Services while any duly issued invoice(s) remain unpaid under any Proposal, but should the Supplier choose to continue to do so, this shall not in any way be construed as a waiver of the Supplier's rights or remedies.

9.13 Subject to clause 9.14 below, the Supplier reserves the right, on giving the Client thirty (30) days' notice, to increase the Fees on an annual basis with effect from each anniversary of the Agreement. If the Client does not agree with this increase, then they may terminate this Agreement upon thirty (30) days written notice and before such price increase takes effect. If the Supplier does not receive written notice within fourteen (14) days, the Client is deemed to have agreed to the amendment to the Fees.

9.14 For the avoidance of doubt, the Supplier may increase any Third Party Services fee in line with any increases imposed upon the Supplier by such third party.

10. WARRANTIES

10.1 The Client warrants that:

- (a) it has the full capacity and authority to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Client;
- (b) it has the authority to grant any rights to be granted to the Supplier under the Contract, including the right to provide any Third Party Services and Hardware to the Supplier as indicated in the Contract and for the same to be used in the provision of the Services and otherwise in connection with the Contract;
- (c) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to the Supplier, any materials reasonably necessary for the fulfilment of all its obligations under the Contract, including any third party licences and consents in respect of any Third Party Services;
- (d) the Supplier's use in the provision of the Managed Services or otherwise in connection with the Contract of any third party materials, including any Hardware or Software supplied by the Client to the Supplier for use in the provision of the Managed Services or otherwise in connection with the Contract, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party; and
- (e) it will comply with all applicable laws in performing its obligations under the Contract.

10.2 The Supplier warrants and represents that:

- (a) it has the full capacity and authority to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
- (b) it owns or has obtained valid licences, consents, permissions and rights to enable the Supplier to comply with the Contract and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under the Contract including for the Client's use and receipt of the Managed Services, and the Supplier shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;
- (c) it will comply with all applicable laws in performing its obligations under the Contract; and

- (d) the Client's use of any Supplier materials and/or third party materials, including any materials supplied by the Supplier to the Client, shall not cause the Client to infringe the rights, including any Intellectual Property Rights, of any third party.
- 10.3 Except for any warranties expressly set forth in this Agreement, the Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. The Supplier does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. Save only as may be provided for otherwise under any Proposal, the Supplier makes no warranty or representation of any data backup with the Services. The Client is responsible for all database and/or system back-ups as required before any change is carried out.
- 10.4 Unless otherwise agreed or set out in the Proposal (as forming part of the Service), if the Client accesses the Services through the public internet or through a private circuit provisioned by a bandwidth provider of the Client's choice, the Client assumes responsibility for managing the relationship with this chosen provider, including service level commitments for issues found to be in the chosen provider's network. Notwithstanding the foregoing, the Supplier does not warrant that the Client's use of the Services will be uninterrupted or error free or available one hundred percent (100%) of the time.
- 10.5 The Client hereby warrants that it has not been induced to enter into the Contract by any prior representations, nor has it relied on any oral representation made by the Supplier or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by the Supplier.
- 11. ACCEPTANCE
 - 11.1 The relevant Proposal shall specify the Deliverables that are to be subject to Acceptance Testing and provide a framework for the nature of the testing that will be required.
 - 11.2 In relation to any Acceptance Testing:
 - (a) The Client shall have a reasonable period of time, up to five (5) Business Days unless otherwise specified in the Proposal, from the Supplier's delivery of each Deliverable under the relevant Proposal (the "Acceptance Period") to confirm that such Deliverable conforms to the acceptance criteria as agreed between the Parties (collectively, the "Acceptance Criteria"). If the Client determines that a Deliverable does not conform to the Acceptance Criteria, the Client shall by the last day of the Acceptance Period provide to the Supplier an Issues List of the non-conformities to the Acceptance Criteria.
 - (b) The Client shall use best efforts to correctly and efficiently ensure appropriate Acceptance Testing in relation to any Deliverable which is subject to Acceptance Tests and shall notify the Supplier within the Acceptance Period (as defined in

clause 11.2(a)) if any of the Deliverables do not conform to the Acceptance Criteria. In the event that the Client:

- (i) has undertaken the Acceptance Testing within the Acceptance Period and/or fails to reject any Deliverable within the relevant Acceptance Period; or
- (ii) commences live running of the whole or part of such Deliverable other than in the course of undertaking Acceptance Testing,

for all purposes under this Agreement, such Deliverable shall be deemed accepted as if the Client had issued a written acceptance thereof.

- (c) For the avoidance of doubt, should any non-conformities be found in earlier stages of the Deliverables but which were not highlighted to the Supplier during the applicable Acceptance Period, such non-conformities shall not be subject to the remedies as set out in clause 11.2 (d) below.
- (d) If there are any non-conformities within any Deliverable, which have been highlighted by Client or the Supplier during the Acceptance Period and whereby the Deliverable has not been accepted by the Client for this reason and such non-conformity is directly attributable to any act or omission on the part of the Supplier (and not subject to a Change Request (as defined in clause 15 or attributable to the Client's acts or omissions including inadequate Acceptance Testing), the Supplier shall (without prejudice to the Client's other rights and remedies) carry out all necessary remedial work without additional charge as part of the next Deliverable which shall accordingly be modified. In the event of any such remedial work, the Client shall have up to two (2) Business Days unless otherwise agreed by the Supplier (the "Retest Period") to confirm that the Deliverable meets the Acceptance Criteria. If the Client fails to notify the Supplier of any issues within the Retest Period, that Deliverable shall be deemed accepted.
- (e) If any non-conformity cannot be remedied by the Supplier due to an error, defect or fault which the Supplier is able to demonstrate to the reasonable satisfaction of the Client to be outside the Supplier's control and which has disabled the Supplier's ability to remedy such non-conformity, then the Supplier reserves the right to terminate work on that specific Deliverable. The Supplier agrees:
 - (i) to reduce the applicable Fee to reflect any reduced functionality in the specific Deliverable, after taking into account all the relevant circumstances, is reasonable; or
 - (ii) not to charge the Client, any amounts paid or payable by the Client to the Supplier which specifically relate to the non-conforming Deliverable which cannot be remedied.

12. CLIENT DATA

- 12.1 The Supplier shall promptly notify the Client in writing of any loss or damage to the Client Data. In the event of any loss or damage to Client Data, the Supplier shall use commercially reasonable endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data. Subject to clause 6.3, the Supplier shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by any third party.
- 12.2 Both Parties will comply with all applicable requirements of the Applicable Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Applicable Data Protection Legislation.
- 12.3 For the purpose of this Agreement, the words Data Controller, Data Processor, Personal Data, Data Subject and process/processing have the meanings given to them in the Applicable Data Protection Legislation.
- 12.4 The Parties acknowledge that for the purposes of the Applicable Data Protection Legislation, if the Supplier processes any Personal Data on the Client's behalf when performing its obligations under the Contract, the Client is the Data Controller and the Supplier is the Data Processor.
- 12.5 The Client warrants that it will comply with all its obligations as Data Controller under the Applicable Data Protection Legislation, and that where the Supplier is to process Personal Data on the Client's behalf, it will provide the Supplier with complete and accurate details of the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Client Personal Data and categories of Data Subject, and will ensure that a schedule is added to the relevant Proposal containing such detail as may be required to ensure compliance with the Applicable Data Protection Legislation. The Supplier shall not be deemed to have breached any of its obligations as Data Processor by virtue of following the Client's instructions and/or a breach of the Applicable Data Protection Legislation by the Client as Data Controller.
- 12.6 Without prejudice to the generality of clause 12.2, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to the Supplier for the duration and purposes of the relevant Proposal so that the Supplier may lawfully use, process and transfer the Client Personal Data in accordance with the relevant Proposal on the Client's behalf.
- 12.7 Without prejudice to the generality of clause 12.2, the Supplier shall, in relation to any Client Personal Data processed in connection with the performance by the Supplier of its obligations under a Proposal or this Agreement:

- (a) process that Client Personal Data only on the written instructions of the Client which shall be to process that Client Personal Data for the purposes set out in the applicable Proposal, unless the Supplier is required by Applicable laws or Applicable Data Protection Legislation to process Client Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Client Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client on important grounds of public interest. The Supplier shall inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Applicable Data Protection Legislation;
- (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, 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 (those measures may include, where appropriate, pseudonymising and encrypting Client Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Client Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Client Personal Data are obliged to keep the Client Personal Data confidential or are under an appropriate statutory or common law obligation of confidentiality; and
- (d) not transfer any Client Personal Data outside of the UK or European Economic Area unless the following conditions are fulfilled:
 - (i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Applicable Data Protection Legislation by providing an adequate level of protection to any Client Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Client Personal Data;

- (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a Client Personal Data breach;
- (g) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of a Proposal unless required by Applicable Law to store the Client Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the Client or the Client's designated auditor no more than once per annum, such audits to be conducted on reasonable notice (but in any event on giving Supplier not less than seven (7) days' notice, unless the Client has reasonable grounds for giving shorter notice) and during Normal Business Hours.

12.8 The Client hereby consents to the Supplier appointing third party processors of the Client Personal Data on the condition that the Supplier confirms for each such third party processor that it has entered or (as the case may be) will enter into a written agreement with the third party processor incorporating terms which are as similar as possible to those set out in this clause 12.

12.9 To the extent that the Supplier cannot comply with a change to the Client's instructions when processing Client Personal Data without incurring material additional costs:

- (a) the Supplier shall: (i) immediately inform the Client, giving full details of the problem; and (ii) cease all processing of the affected data (other than securely storing those data) until revised instructions are received;
- (b) any changes in the Client's instructions that affect the pricing structure or commercial relationship between the Parties should go through an appropriate Change Request (as set out in clause 15).

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Supplier and/or its licensors (as the case may be) shall retain exclusive ownership of all Intellectual Property Rights in the Software, the Services, any Deliverables, any materials or code created under the Services and any and all ideas, concepts, techniques and know-how, information, methodologies, techniques, tools, schemata, diagrams, ways of doing business, trade secrets, instructions manuals and procedures (including, but not

limited, to software, documentation, and data of whatever nature and in whatever media) owned, developed or controlled by the Supplier which may have been created outside or during the performance of the Services and/or the Contract (excluding Client Data), including all updates, modifications, derivatives or future developments thereof ("Supplier Intellectual Property Rights") and no such rights are granted to the Client other than those set out in this Agreement.

- 13.2 Subject to the payment of the Fees, the Supplier grants to the Client a non-exclusive, irrevocable, worldwide royalty free and non-transferable licence to use the Supplier Intellectual Property Rights solely for the purpose of utilising the Software, Services and/or Deliverables.
- 13.3 The Client shall pay and indemnify the Supplier and hold it harmless on demand, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by the Supplier, arising by reason of claims that (i) the Supplier's possession of or use of the Client's Intellectual Property Rights in connection with the provision of the Services infringes the Intellectual Property Rights of a third party; (ii) the Client or any of its clients, modify, alter, replace combine with any other data, code, documents or other software, which alters the Supplier's Intellectual Property Rights and such alterations infringe the Intellectual Property Rights of a third party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.
- 13.4 Subject to 14.5, the Supplier shall pay and indemnify the Client and hold it harmless on demand, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Client, arising by reason of claims that (i) the Client's possession of or use of the Supplier's Intellectual Property Rights in connection with the provision of the Services infringes the Intellectual Property Rights of a third party; (ii) the Supplier, modifies, alters, replaces combines with any other data, code, documents or other software, which alters the Client's Intellectual Property Rights and such alterations infringe the Intellectual Property Rights of a third party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.
- 13.5 If an IPR Claim is brought or in the reasonable opinion of the Supplier is likely to be made or brought in connection with the Deliverables, the Supplier may at its own expense ensure that the Client is still able to use the Deliverables by either:
- (a) modifying any and all of the provisions of the Deliverables without reducing the performance and functionality for any or all of the provision of the Deliverables, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to the Client, such acceptance not to be unreasonably withheld; or
 - (b) procuring a licence or permission to use the Deliverables on terms which are acceptable to the Client, such acceptance not to be unreasonably withheld.

- 13.6 The Client shall promptly notify the Supplier if any IPR Claim or demand is made or action brought against the Client for infringement or alleged infringement of any third party right which may affect the provision of Deliverables.
- 13.7 Except to the extent that the Supplier should reasonably have known or advised the Client the foregoing provisions of clause 13.5, the Supplier shall have no obligation or liability for any IPR Claim to the extent such IPR Claim arises from:
- (a) any use by or on behalf of the Client of the combination with any item not supplied or recommended by the Supplier where such use of the Deliverables directly gives rise to the claim, demand or action; or
 - (b) any modification carried out on behalf of the Client to any item supplied by the Supplier under the Contract if such modification is not authorised by the Supplier in writing where such modification directly gives rise to a claim, demands or action.
14. EXCLUSIONS, LIMITATIONS OF LIABILITY, WARRANTIES AND INDEMNITIES
- 14.1 The Client acknowledges and agrees that, except as expressly provided in the Contract, the Client assumes sole responsibility for:
- (a) results obtained from the use of the Software and/or the Services, as applicable and the Deliverables by the Client, and for conclusions drawn from such use;
 - (b) procuring and maintaining the Business Systems, and all network connections and telecommunications links from the Business Systems to the Supplier's systems and data centres;
 - (c) all problems, conditions, delays, delivery failures (including any of those concerning transfer of data) and all other loss or damage arising from or relating to the Client's or its agents' or contractors' (including any existing service provider's) network connections, telecommunications links or facilities, including the internet and acknowledges that the Services and the Deliverables may be subject to limitations, delays and other problems inherent in the use of such connections, links or facilities; and
 - (d) loss or damage arising from or relating to any Relief Event.
- 14.2 This clause 14 sets out the entire financial liability of each Party (including any liability for the acts or omissions of its employees, agents and subcontractors) in respect of:
- (a) any breach of the Contract; and
 - (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 14.3 Nothing in the Contract excludes or limits either Party's liability for:
- (a) death or personal injury caused by negligence;

- (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot lawfully be excluded or limited.
- 14.4 Subject to clause 14.3, the Service Level Arrangements state the Client's full and exclusive right and remedy, and the Supplier's only obligation and liability, in respect of the performance and availability of the Managed Services, or their non-performance and non-availability.
- 14.5 The Parties' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to one hundred and twenty five percent (125%) of the price paid for the Services during the twelve (12) months preceding the date on which the claim arose.
- 14.6 Except as expressly stated in clause 14.3:
 - (a) neither Party shall have any liability for any losses or damages which may be suffered by the other Party (or any person claiming under or through that Party), which fall within any of the following categories:
 - (i) special damage even if the other Party was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of actual or anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of business;
 - (vi) loss of contracts;
 - (vii) loss of use of money;
 - (viii) loss of revenue;
 - (ix) loss of operation times;
 - (x) loss of goodwill;
 - (xi) loss of reputation;
 - (xii) loss of, damage to or corruption of data; or
 - (xiii) indirect or consequential loss;

- (b) neither Party shall have any liability for any losses or damages which would not have arisen but for the termination by a third party (otherwise than in consequence of the Supplier's breach) of an agreement between that third party and the Supplier in respect of the Supplier's use or marketing of such Third Party Services.
- 14.7 Except as expressly and specifically provided in the Contract:
 - (a) the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Client in connection with the Services, or any actions taken by the Supplier at the Client's direction; and
 - (b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 14.8 Any indemnity set out in this Agreement shall not apply unless the Party claiming indemnification notifies (in writing) the other promptly of any matters in respect of which the indemnity may apply and of which the notifying Party has knowledge and gives the other Party full opportunity to control the response to and the defence of such claim; including without limitation, the right to accept or reject settlement offers and to participate in any litigation provided that in no event shall the indemnitor be liable for any settlement or compromise made without its consent, such consent not to be unreasonably withheld or delayed.
- 14.9 The Supplier shall maintain in force the following insurance policies:
 - (a) Public Liability Insurance Policy - limit £5 million per claim;
 - (b) Professional Indemnity Insurance Policy - limit £5 million per claim;
 - (c) Employers Liability Policy – limit £5 million per claim.
- 15. CHANGE REQUESTS
 - 15.1 Either Party may request changes to any Proposal (in each case, a "Change Request"). Unless otherwise agreed between the Parties in writing, any Change Request shall be made in writing and sent to the Client Representative or Supplier Representative (as appropriate) and shall set out the change in sufficient detail so as to enable the other Party to make a proper assessment of such change.
 - 15.2 Where the Parties propose a Change Request the Supplier shall provide a written estimate of the likely time required to implement the change, any necessary variations to the Fees (in accordance with the latest rates of the Supplier) as a result of the change, the likely effect of the change on the Services and any other impact of the change on the terms of the Contract. The Client shall notify the Supplier whether it accepts or reasonably rejects the Change Request within five (5) Business Days of its receipt of the Change Request.

- 15.3 A Change Request shall become a "Change Order" when the requirements of the 'Change Request Procedure' as set out in this clause 15 have been satisfied and the Change Request is signed by a duly authorised representative of both Parties to signify their approval to the change. Until such time, the Parties shall continue to perform their respective obligations under the Proposal without taking into account the Change Request. Once duly signed, the Change Request shall be deemed incorporated into Agreement and Proposal and the Supplier shall commence performance of the Change Order accordingly.
- 15.4 Neither Party shall be required to accept any Change Request made by the other Party and shall not be bound by the Change Request unless it has been agreed in writing as set out above.
- 15.5 Unless otherwise agreed in writing, the Supplier shall be entitled to charge the Client at the Supplier's then current rates for investigating, reporting on and, if appropriate, implementing any Change Request requested by the Client.
16. CONFIDENTIALITY
- 16.1 Each Party agrees and undertakes that it will treat all Confidential Information disclosed to it by the other Party in connection with the Services as strictly confidential and shall use it solely for the purpose intended by the Services and shall not, without the prior consent of the other Party, publish or otherwise disclose to any third party any such Confidential Information except for the purposes intended by the relevant Proposal.
- 16.2 To the extent necessary to implement the provisions of any Services, each Party may disclose Confidential Information to its employees, agents, sub-contractors and professional advisers, in each case under the same conditions of confidentiality as set out in clause 16.1.
- 16.3 The obligations of confidentiality set out in this clause 16 shall not apply to any information or matter which:
- (a) is in the public domain other than as a result of a breach of the Contract;
 - (b) was in the possession of the receiving Party prior to the date of receipt from the disclosing Party or was rightfully acquired by the receiving Party from sources other than the disclosing Party;
 - (c) is required to be disclosed by law, or by a competent court, tribunal, securities exchange or regulatory or governmental body having jurisdiction over it wherever situated; or
 - (d) was independently developed by the receiving Party without use of or reference to the Confidential Information.
- 16.4 Notwithstanding clause 16.3, the Supplier may disclose to a proposed assignee any information in its possession that relates to this the Contract or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose

for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 16.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

17. TERM AND TERMINATION

- 17.1 The Contract shall commence on the Commencement Date and each Proposal shall commence on the date stated in the Proposal and shall continue in force unless and until terminated in accordance with the provisions of this Agreement or the applicable Proposal, as the case may be.
- 17.2 This Agreement shall, unless terminated earlier in accordance with this clause, automatically be extended for successive twelve (12) month periods ("Extended Term") at the end of the Initial Term and at the end of each Extended Term, unless a Party gives written notice to the other Party, not later than sixty (60) days before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 17.3 Without prejudice to any rights that the Parties have accrued under the Contract or any of their respective remedies, obligations or liabilities, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- (a) the other Party commits a material breach of any material term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) Business Days after being notified to do so;
 - (b) the other Party breaches any of the terms of clause 12, clause 16 or clause 21;
 - (c) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (d) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 17.4 If a Party becomes aware that any event has occurred, or circumstances exist, which may entitle the other Party to terminate the Contract under this clause 17, it shall immediately notify the other Party in writing.
- 17.5 If for any reason a contract between a third party and the Supplier relating to the Supplier's right to use, install or support Third Party Services which is the subject of the Contract is terminated, then the Contract or applicable Proposal (as the case may be) shall automatically terminate, save that where the Contract relates to other Deliverables other than that Third Party Services, termination of the Contract shall operate only in so far as it relates to such Third Party Services.
- 17.6 Termination of any Proposal or this Agreement for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.

- 17.7 On termination of this Agreement for any reason:
- (a) the Supplier shall immediately cease provision of the Services;
 - (b) all licences granted under this Agreement shall automatically terminate;
 - (c) all amounts payable by the Client to the Supplier under the Contract shall become due immediately despite any other provision of the Contract;
 - (d) the Client shall immediately uninstall all copies of the Software then in its possession, custody or control and, upon request, certify to the Supplier that it has done so; and
 - (e) each Party shall use reasonable endeavours to return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party.
- 17.8 Save as provided in this clause 17 or elsewhere in the Contract, or by mutual consent and on agreed terms, or due to a Force Majeure Event, neither Party shall be entitled to terminate a Proposal.
- 17.9 Termination of any Proposal shall be without prejudice to any other rights which any party may have under any other Proposal.
- 17.10 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of any Proposal or this Agreement shall remain in full force and effect.
18. STAFF TRANSFER AND NON-SOLICITATION
- 18.1 It is not intended that any staff be transferred from the Supplier to the Client or from the Client to the Supplier pursuant to the Contract or that any 'relevant transfer' occur for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 18.2 Neither Party shall solicit the other Party's staff or contractors who have been employed or engaged in the Services or the performance of the Contract during the lifetime of the Contract and for a period of nine (9) months thereafter. For the purposes of this clause 'solicit' means the soliciting of such person with a view to engaging such person as an employee, director, sub-contractor or independent contractor.
- 18.3 In the event that either Party is in breach of clause 18.2 above then the Party in breach shall pay to the other by way of liquidated damages an amount equal to fifty percent (50%) per cent of the gross annual budgeted fee income (as at the time of the breach or when such person was last in the service of the relevant Party) of the person so employed or engaged. This provision shall be without prejudice to either Party's ability to seek injunctive relief.

- 18.4 The Parties hereby acknowledge and agree that the formula specified in clause 18.3 above is a reasonable estimate of the loss which would be incurred by the loss of the person so employed or engaged.

19. RELIEF EVENTS

Subject to clause 14.3, and notwithstanding any other provision of the Contract, the Supplier shall have no liability for failure to perform the Services or its other obligations under the Contract if it is prevented, hindered or delayed in doing so as a result of any Relief Event.

20. FORCE MAJEURE

The Supplier shall have no liability to the Client under the Contract and the Client shall have no obligation to pay the Fees in respect of the affected Services if the Supplier is prevented from, or delayed in, performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control except to the extent that the Supplier could reasonably have avoided such circumstances by fulfilling its obligations in accordance with the terms of the Contract or otherwise exercising the level of diligence that could reasonably have been expected of it (having exercised Good Industry Practice), including, but not limited to, strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving the workforce of the Supplier), act of God, epidemic or pandemic, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a "Force Majeure Event"), provided that:

- (a) the Client is notified of such an event and its expected duration; and
- (b) the Supplier uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for ninety (90) days or more, the Party not affected may terminate the Contract by giving fourteen (14) days' written notice to the other Party.

21. ANTI-BRIBERY AND MODERN SLAVERY

21.1 The Supplier shall:

- (a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("Relevant Requirements");
- (b) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.

- 21.2 The Supplier shall procure that any person associated with the Supplier, who is performing services in connection with the Contract, adheres to terms equivalent to those imposed on the Supplier in this clause 21 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
- 21.3 For the purpose of this clause 21, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively. For the purposes of this clause 21 a person associated with the Supplier includes any subcontractor of the Supplier.
- 21.4 In performing its obligations under the Contract, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force the Modern Slavery Act 2015; and
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

22. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. SEVERANCE

- 23.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 23.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

24. ENTIRE AGREEMENT AND AMENDMENT

- 24.1 The Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 24.2 Each Party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 24.3 Each Party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.

25. ASSIGNMENT

- 25.1 The Supplier may assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract to any of its Affiliates without the prior written consent of the Client, provided it gives written notice to the Client.
- 25.2 The Client shall not without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed) assign, transfer, charge or deal in any other manner with either the benefit or the burden of the Contract or any of its rights or obligations under it, or purport to do any of the same, nor sub-contract any or all of its obligations under the Contract.

26. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

27. THIRD PARTY RIGHTS

The Contract is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit or be enforceable by anyone else.

28. NOTICES

- 28.1 Any notice or other communication required to be given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand, sent by email to the designated email address set out in the Proposal or sent by pre-paid first class post or other next Business Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business.

28.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.

29. DISPUTE RESOLUTION

29.1 If a dispute arises under the Contract ("Dispute"), including any Dispute arising out of any amount due to a Party hereto, then before bringing any suit, action or proceeding in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting that it is resolved under this dispute resolution process ("Dispute Notice").

29.2 If the Parties are unable to resolve the Dispute within thirty (30) calendar days of delivery of the Dispute Notice, then each Party will promptly (but no later than five (5) Business Days thereafter):

- (a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of the Contract ("Designated Representative"); and
- (b) notify the other Party in writing of the name and contact information of such Designated Representative.

29.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgement to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one Party to the other Party will be honoured.

29.4 If the Parties are unable to resolve the Dispute within thirty (30) calendar days after the appointment of both Designated Representatives, then either Party may proceed with any other available remedy.

30. MARKETING

The Supplier agrees that it will not refer to the Client in any marketing communications, press release, case study or any other promotional material, without first obtaining the prior written consent of the Client and the Client shall consider such request in good faith.

31. GOVERNING LAW AND JURISDICTION

31.1 The Contract 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 exclusively governed by and construed in accordance with the law of England.

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

32. COUNTERPARTS

32.1 This may be executed in any number of separate documents or separate counterparts (which may be facsimile copies) each in the like form, all of which taken together shall constitute one (1) and the same document, and either Party may execute this Agreement by signing any one (1) or more of such documents or counterparts (which may be facsimile copies).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [Name]

for and on behalf of PROGRAM
FRAMEWORK LIMITED

.....
Director

Signed by [Name]

for and on behalf of [COMPANY
NAME]

.....
[Position]