

Version	Date	Description
1.0	01/01/2025	Initial Version

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## AGREED TERMS

### 1. INTERPRETATION

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

**Acceptable Use Policy:** the acceptable use policy means services may not be used to facilitate, send, knowingly receive, upload, download, or use or store: illegal software or images, or any material considered to be illegal in the United Kingdom; pornographic material (unless in relation to legitimate Customer business); software in breach of the owner's copyright; material that is considered to be racist or likely to incite racist behaviour (unless in relation to legitimate interests of business); material which is offensive, abusive, indecent, defamatory, obscene or menacing, in breach of copyright, confidence, privacy or any other rights (unless in relation to legitimate interests of business).

**Acceptance Criteria:** means the acceptance criteria as agreed by the Parties after the date of the Statement of Work against which the Acceptance Tests are to be carried out to determine whether the Deliverables meet the Statement of Work, are satisfactory and ready to be invoiced.

**Acceptance Tests:** means the acceptance tests as specified or referred to in the Statement of Work to be undertaken to determine whether the Deliverables meet the Acceptance Criteria.

**Affiliate:** means 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:** means the terms and conditions in this agreement along with the Statement of Work.

**Background Materials:** means all Intellectual Property Rights, 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 the scope, or independently of, the Services and/or this Agreement, and including all updates, modifications, derivatives or future developments thereof.

**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 Customers or any of its agents or contractors.

**Change Request:** means any request to alter the Services pursuant to this Agreement as set out in Clause 14.

**Change Request Form:** means the form that all Change Requests must be made in, as set out in Schedule 1.

**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 this Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

**Commencement Date:** means the date of this Agreement.

**Customer:** the Customer as set out in the Statement of Work.

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

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

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

**Customer-side Equipment:** any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by the Supplier as part of the Services.

**Customer Agreement:** the CSP customer agreement, which is a direct agreement between Customer and Microsoft and is a condition of Cloud Solution Provider Program that the Customer enters into this Agreement, the terms of which are found at <https://www.microsoft.com/licensing/docs/customeragreement> and which may be updated from time to time.

**Dedicated Support:** the support service described in the Statement of Work (including any support arrangements and Maintenance) to be performed by the Supplier in accordance with this Agreement.

**Deliverable:** means all 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).

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.

Designated User: means any user of the Services named to the Supplier as a user by the Customer.

Dispute Resolution Procedure: the procedure described in Clause 28.

Go-live Date: means the date as specified in the Statement of Work.

Fees: the fees payable to the Supplier, as described in the Statement of Work and as may be varied from time to time pursuant to the terms of this Agreement.

Force Majeure any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, flood or storm, save that strike or lock out of the party's own staff shall not entitle them to claim that to be a force majeure event.

Good Industry Practice: the standards that fall within the upper quartile of a skilled and experienced provider of dedicated support similar or identical to the Services, having regard to factors such as the nature and size of the Parties, the Service Level Agreements, 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 Dedicated Support to the Customer.

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 Customers, 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: means a claim arising from the infringement of IPR belonging to third parties.

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

Licence Agreement: means all licence agreements that may have to be entered into by the Supplier and/or the Customer in respect of Third Party Software used.

Local System Components means equipment supplied by the Customer such as routers, switches, PCs, thin client devices, smart phones, wireless controllers and access points;

Losses: means costs, fines, damages, losses and liabilities suffered by a Party.

Maintenance: any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Dedicated Support, as well as any other support or training services provided to the Customer under this Agreement, all as described in the Services Specification, if applicable.

Normal Business Hours: 9.00am to 5.00pm local UK time on Business Days.

Professional Services: the consultancy service described in the Statement of Work to be performed by the Supplier in accordance with this Agreement.

Rates: the Supplier's standard hourly or daily fee rates as set out in the applicable Statement of Work.

Relief Events: the following events:

- (a) any failure by the Customer to comply with its obligations under this Agreement;
- (b) 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 Customer, 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;
- (c) any failure by the Customer or its agents or contractors (including any existing service provider) to provide any information, co-operation or instructions to the Supplier which is reasonably required by the Supplier for the proper performance of its obligations under this Agreement; or
- (d) any of the causes or events set out in Clause 11.7.

Representative: means the person nominated by each Party in accordance with this Agreement.

Scheduled Downtime: means the total amount of time during which the Customer is not able to access the Services due to planned maintenance. The Supplier may schedule system downtime, with prior agreement of the Customer, in the periods detailed in the Statement of Work. Scheduled Downtime periods do not count against the service level calculation detailed in such Statement of Work.

Service Level Agreements: the service level agreements set out in the Statement of Work.

Services: means the use of the Dedicated Support and the Professional Services including consulting, advisory, integration or technical services performed by the Supplier under a Statement of Work or otherwise further to the signed written agreement between the Parties.

Software: means the Supplier's Accelerator Product the details of which are set out in the Statement of Work.

Statement of Work: the specification for either the Professional Services and/or the Dedicated Support as set out under separate cover.

Subsequent Term: means 12 months commencing on the last day of the Term or previous Subsequent Term.

Supplier: Coeo Limited, a company registered in England and Wales (No. 05901228) and whose registered office is 710 Wharfedale Road, Winnersh, Wokingham, Berkshire, RG41 5TP.

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

Term: for the Agreement means the period commencing on the Commencement Date and ending on the date one year after the Commencement Date unless otherwise specified in the Statement of Work. For the avoidance of doubt, each Statement of Work will have their own Term, which will extend the Term of the Agreement if the term of the Statement of Work is longer than the Term of the Agreement.

Third-Party Software: any code or software programs written or provided by other third parties which are used by the Customer during the provision of the Services.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Unscheduled Downtime: means any time when any or all of the applications and Services provided by the Supplier to the Customer shall be unavailable to the Customer due to unexpected system failures (exclusive of network infrastructure) other than Scheduled Downtime or the downtime is attributable to events not under

1.2 the control of the Supplier.

Clause, appendix and paragraph headings shall not affect the interpretation of this 1.3 Agreement.

A reference to a company shall include any company, corporation or other body 1.4 corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to writing or written includes e-mail.

1.9 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.

1.10 References to Clauses are to the Clauses of this Agreement.

1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.12 In the event of any conflict or inconsistency between the Clauses, the Statement of Work, Licence Agreement, and Customer Agreement (including any changes or variations to each of the Clauses, the Statement of Work, Licence Agreement, and Customer Agreement), the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency:

- (a) the Statement of Work;
- (b) the Licence Agreements and Customer Agreements, as applicable
- (c) the Clauses.

## 2. PROVISION OF SERVICES

2.1 This Agreement sets out the terms and conditions under which the Supplier shall provide to the Customer the Services.

2.2 This Agreement shall (i) be in substitution for any prior oral or other prior arrangements between the Supplier and the Customer in connection with the purchase of the relevant Services; and (ii) prevail over any of the Customer's 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 any Statement of Work, Licence Agreement and Customer Agreement or this Agreement 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. DEDICATED SUPPORT

- 3.1 The Supplier will provide the Dedicated Support with all due care, skill and ability during the Term and any Subsequent Term unless earlier terminated for any reason.
- 3.2 The Supplier shall provide the Dedicated Support in accordance with the Service Level Agreements as stated in the Statement of Work.
- 3.3 Unless in relation to the Customer's legitimate business needs and requirements (including but not limited to legal representation) or as otherwise agreed by the Supplier, the Customer shall not store, distribute or transmit any material through the Dedicated Support that would breach the Acceptable Use Policy.
- 3.4 The Customer shall remain responsible for the use of the Dedicated Support under its control, including any use by its third parties.
- 3.5 The Customer 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 Customer 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 Customer to alleviate the situation as quickly as possible. The Parties shall discuss and agree appropriate action (including suspending the Dedicated Support).
- 3.6 The Customer shall not provide the Dedicated Support to third parties without the prior written consent of the Supplier.
- 3.7 The Customer acknowledges that the Supplier may at any time, with the Customer's prior written approval, incorporate licence management software into elements of the Dedicated Support for the purposes of ensuring that licence rights are not exceeded, where the Supplier has a licencing responsibility for software installed on the Customer server. Any such costs relating to such incorporation shall be at the Customer's sole cost and expense.
- 3.8 The Customer acknowledges that certain conditions outside of the Supplier's control may adversely impact the ability of the Supplier to perform functions of the Dedicated Support. Examples of such conditions are listed below:

- (a) failure of Customer Hardware, software or operating system.;

- (b) partial or full failure of Third-Party Software;
- (c) Network connectivity issues between Local System Components and the Supplier's platform;
- (d) Network connectivity issues between Local System Components and its third party's servers.

3.9 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 this Agreement and its provision of the Dedicated Support or the Service Level Agreements. If such changes will have an adverse effect, the Supplier shall notify the Customer and the Parties shall follow the Change Request.

3.10 The Supplier shall only support versions of the Third-Party Software under mainstream or extended support by Microsoft unless otherwise agreed in writing.

3.11 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 Software not made by Supplier;
- (b) resulting from incorrect use of the Third-Party Software in scenarios other than those intended by Microsoft or other third parties;
- (c) for any reason external to the Third-Party Software including, but not limited to, failure of electrical supplies or natural disasters; and
- (d) resulting from the inter-relationship between the Third-Party Software and any other software not supported by Supplier.

#### 4. RESPONSIBILITIES OF SUPPLIER

4.1 The Supplier shall:

- (a) provide the Services in accordance with the terms of this Agreement and the Statement of Work;

- (b) use its commercially reasonable endeavours to complete any Deliverables set out under any Statement of Work;
- (c) commit sufficient resources to the provision of the Services to enable their delivery in accordance with the Agreement and Statement of Work;
- (d) provide the Services with due care, skill and ability in accordance with Good Industry Practice;
- (e) take such steps as may be required to fulfil its obligations under this Agreement and any Statement of Work;
- (f) utilising suitably skilled, qualified, experienced, supervised and vetted employees, agents, representatives and authorised sub-contractors who will exercise all reasonable skill and care;
- (g) notify the Customer promptly if the Supplier is unable to comply with any of the terms of this Agreement or any Statement of Work;
- (h) 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 Customer Sites and which have been communicated to it a week prior to the Services commencing, where the Supplier is required to be on such Customer Sites for the provision of the Services;
- (i) provide Customer with a help desk facility for telephone support for fault diagnosis and correction of the Third-Party Software and/or Software, using online access as necessary. Diagnosis and solution of operational problems will, when practicable, be carried out remotely;
- (j) where problems cannot be resolved remotely, to carry out such work at Customer Sites as are necessary to try and resolve the problem; and
- (k) co-operate with the Customer in all matters relating to the Third-Party Software and/or Software and comply with all reasonable instructions.

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

4.3 The Customer confirms that the Supplier may employ sub-contractors without seeking the prior consent of the Customer. Notwithstanding the foregoing, the Supplier shall at all times be responsible for and liable in respect of the performance of all obligations under this Agreement, whether such obligations are performed by the Supplier itself, or any sub-contractor engaged by the Supplier and under the supervision of 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 subcontractors including but not limited to Microsoft (the "Third Parties").

- 4.4 The Supplier shall provide reasonable notice to the Customer of any change in its senior personnel engaged as part of the Services. Where relevant, the Supplier shall replace any senior personnel who are removed with another appropriately skilled person.
- 4.5 Unless expressly set out as a Service under the Statement of Work, 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.

4.6 In relation to the Dedicated Support specifically and notwithstanding the Supplier's obligations under clause 4.1, 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 systems developed to deliver the solution;
- (c) maintain a comprehensive IT service management solution
- (d) undertake a regular service review if requested by the Customer, to discuss the Customer's service needs and ensure that the Agreement is in alignment with its needs;
- (e) use commercially reasonable endeavours to follow the instructions of the Customer and will remain courteous during any communications with Customer personnel; and
- (f) provide the Customer with reasonable co-operation in relation to this Agreement.

4.7 The Supplier shall be under no obligation to provide the Dedicated Support to the Customer in the following circumstances (unless specified under the Statement of Work);

- (a) providing the Dedicated Support outside Normal Business Hours unless otherwise agreed between the Parties in writing and set out in the relevant Statement of Work;
- (b) providing any other services not covered herein;
- (c) training; and
- (d) providing the Dedicated Support to the Customer where such support would have been unnecessary if the Customer had implemented update(s) and upgrade(s) supplied or offered to the Customer pursuant to the call for technical support.

## 5. RESPONSIBILITIES OF CUSTOMER

5.1 To the extent that the Supplier requires access to the Customer Site to perform the Services, the Customer shall 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 Customer (including those relating to security and health and safety) as may be notified to the Supplier in writing from time to time.

- 5.2 The Customer shall co-operate with the Supplier in all matters relating to the Services and shall appoint a Representative ("Customer Representative"), who shall have authority to commit the Customer on all matters relating to the relevant Service.
- 5.3 The Customer agrees and acknowledges the terms of the applicable Licence Agreements, Customer Agreement and that such terms shall form part of this Agreement. For the avoidance of doubt, in the event the applicable Licence Agreements and/or Customer Agreement is not applicable to the Services being received or delivered by the Supplier to the Customer under this Agreement, such agreements shall not apply.
- 5.4 Customer shall;
  - (a) adhere to the Acceptable Use Policy;
  - (b) be a bona fide licenced user of all Third-Party Software used in the provision of the Services;
  - (c) co-operate with the Supplier in all matters relating to the Services as reasonably requested by the Supplier;
  - (d) adhere to the dates scheduled for provision of Services by the Supplier to the Customer as stated in the applicable Statement of Work or otherwise agreed between the Parties in writing. In the event the Customer wishes to reschedule or cancel the dates for the provision of Services, liquidated damages ("Liquidated Damages") will become payable from the Customer to Supplier on the following basis:
    - (i) If dates are changed or cancelled at the Customer's request more than 14 days before the scheduled start date no Liquidated Damages are payable.
    - (ii) If dates are changed or cancelled between 7 days and 14 days before the scheduled start date Liquidated Damages equivalent to 50% of the Fees for the Services to be provided at that time will be payable.
    - (iii) If dates are changed or cancelled less than 7 days before the scheduled start date Liquidated Damages equivalent to 100% of the Fees for the Services to be provided at that time will be payable.

- (e) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
  - (f) in respect of any Microsoft funded services, sign and deliver the Microsoft Proof of Execution (POE) within 7 days of the date of issue by Microsoft. In the event that the Customer does not return the POE within the 7 days' notice period, the Supplier may be entitled to charge the Customer the amounts directly and the Customer shall follow the payment terms in this Agreement.;
  - (g) maintain continuous global admin access to the Customer's relevant Microsoft cloud services portals for the duration of the Agreement;
  - (h) Where a Microsoft Cloud service is deployed / utilised within the project the Customer shall assign the Supplier to be the Digital Partner of Record for a minimum of twelve (12) months from project completion date;
  - (i) provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;
  - (j) provide all information and make available all resources as reasonably requested by Supplier in the execution of its obligations under this Agreement;
  - (k) use all reasonable efforts to follow the reasonable instructions of Supplier support personnel with respect to the resolution of defects;
  - (l) 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;
  - (m) agree that if, in the course of performing the Services, it is reasonably necessary for the Supplier's performance of its obligations under a Statement of Work for Supplier to access or use any equipment, software or data of the Customer (or which is in the possession of the Customer) 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; and
  - (n) provide network and user access between Customer's and Supplier's data centres.
- 5.5 To the extent that the Supplier requires access to the Customer's Operating Environment to perform the Dedicated Support, the Customer 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 Dedicated Support subject to the Supplier complying with such internal policies and procedures of the Customer (including those relating to security and health and safety) as may be notified to the Supplier in writing from time to time.

- 5.6 The Customer shall (unless otherwise specified in the Statement of Work or as otherwise set out in this Agreement):
- (a) use the Services only for lawful purposes and in accordance with this Agreement;
  - (b) keep secure from third parties any passwords issued to the Customer by the Supplier;
  - (c) install or, permit the Supplier to install, the current version of software required to provide the Dedicated Support from time to time when upgrades or fixes occur and to provide a reasonable level of assistance in implementation and testing;

- (d) provide notice of intention to change applicable Customer-side Equipment or Customer Operating Environment or data-feeds that will directly impact the Dedicated Support;
  - (e) comply with all applicable laws and regulations with respect to its activities under this Agreement, including those set out in Clause 20;
  - (f) carry out all other Customer responsibilities set out in this Agreement and the Statement of Work in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Supplier may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary;
  - (g) use the Third-Party Software and/or Software correctly in accordance with its operating instructions;
  - (h) notify Supplier promptly of any problems with the Third-Party Software and/or Software; and
  - (i) use only versions of the Third-Party Software and/or Software covered by Microsoft in mainstream or extended support unless otherwise agreed in writing.
- 5.7 In the event that the Customer is in breach of its obligations under the Agreement (excluding payment obligations) then the Supplier shall provide written notice of such breach, specifying in detail the nature of the breach and providing thirty (30) Business Days' notice to remedy such breach if capable of remedy. If the Customer 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 Statement of Work and/or Service Level Agreements as a direct result of the Customer (including without limitation any of its employees, subcontractors or any of its staff) being in breach of the Agreement.
- 5.8 In the event that the Customer is in breach of its payment obligations under the Agreement then the Supplier shall provide written notice of such breach, specifying in detail the nature of the breach and providing thirty (30) days notice to remedy such breach if capable of remedy. If the Customer fails to remedy such breach the Supplier shall be entitled to terminate or suspend the Services without prejudice to any preexisting rights and obligations of either Party. The Supplier shall have no liability or responsibility should the Services fail to comply with the Statement of Work and/or Service Level Agreements as a direct result of the Customer (including without limitation any of its

employees, subcontractors or any of its staff) being in breach of the Agreement.

## 6. PROJECT ORGANISATION

6.1 If requested in writing by the Customer or specified in the Statement of Work, the Customer Representative and the Supplier Representative shall have regular meetings

to monitor and review the performance of this Agreement, to discuss any changes proposed in accordance with Clause 14 and to discuss the Service Level Agreements.

6.2 Before each meeting, the Customer 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.

## 7. PRICE AND PAYMENT

7.1 The Customer shall pay the Fees for the Services (including any Third-Party Software) as more fully set out in the relevant Statement of Work. For the avoidance of doubt, in the event the Customer delays the Go-live Date (which falls outside of the Liquidated Damages) or has not conducted its Acceptance Testing in accordance with Clause 9, the Supplier may charge the Customer such delays in accordance with the Statement of Work.

7.2 Clause 7.3 shall apply if the Services are to be provided on a time-and-materials basis. The remainder of this Clause 7 shall apply to all Fees, whether payable on a fixed price, annual or time and materials basis.

7.3 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 Statement of Work;
- (c) the Supplier shall complete the relevant time recording systems to calculate the Fees for each invoice charged on a time and materials basis; and
- (d) travelling time to and from any Customer 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.

- 7.4 The Supplier, its Affiliates or any of the Supplier's group members shall invoice the Fees in accordance with the payment intervals stated in the Statement of Work.
- 7.5 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 Customer for the Services (Expenses). The Supplier shall obtain the Customer's prior written approval before incurring any such expense, material or service exceeding a total cost of £1,500 in aggregate per day and shall be payable by the Customer in accordance with Clause 7.6.
- 7.6 The Customer shall pay each undisputed invoice for the Fees and Expenses in full and cleared funds (without deduction or set-off) within 30 days of the date of such invoice unless otherwise agreed in writing by the Supplier. In the event the Customer pays by direct debit, the details of such direct debit payments shall be set out in the Statement of Work, as applicable. For all subscriptions, the Customer shall pay each undisputed invoice for the Fees in full and cleared funds (without deduction or set-off) by direct debit in advance unless otherwise agreed (Expenses shall be invoiced separately) of providing the Services, the details of such direct debit payments shall be set out in the applicable Statement of Work.
- 7.7 All payments by the Customer hereunder shall be in United Kingdom pound sterling unless otherwise agreed or set out in the Statement of Work and shall be paid to the Supplier's bank account as advised by the Supplier to the Customer in writing.
- 7.8 All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by the Customer, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.
- 7.9 Should the Customer 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 Agreement 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 Statement of Work.
- 7.10 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 Customer has notified the Supplier in writing that such payment is in dispute within 10 days of the receipt of the corresponding invoice the Supplier may, without prejudice to any other rights or remedies, charge the Customer interest on the overdue amount at the rate of 4% per annum above Santander'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 Customer shall pay the interest together with the overdue amount.

- 7.11 The Customer shall not be able to dispute any amounts which have been paid by the Customer after a period of 3 months has elapsed from the date of invoice.
- 7.12 The Supplier shall not be obliged to provide any of the Services while any duly issued invoice(s) remain unpaid under any Statement of Work, 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.
- 7.13 Subject to clause 7.14 below, the Supplier reserves the right, on giving the Customer 30 days' notice, to increase the Fees on an annual basis with effect from each anniversary of the Agreement. If the Customer does not agree with this increase, then they may terminate this Agreement upon 30 days written notice and before such price increase takes effect.
- 7.14 For the avoidance of doubt, the Supplier may increase any Third-Party Software Fee in line with any increases imposed upon the Supplier by such third party upon 30 days' notice.

## **8. WARRANTIES AND SERVICE LEVELS**

- 8.1 The Customer warrants that:
  - (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Customer;
  - (b) it has the authority to grant any rights to be granted to the Supplier under this Agreement, including the right to provide any Third-Party Software and Hardware to the Supplier as indicated in this Agreement and for the same to be used in the provision of the Services and otherwise in connection with this Agreement;
  - (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 this Agreement, including any third-Party licences and consents in respect of any Third-Party Software; and
  - (d) the Supplier's use in the provision of the Dedicated Support or otherwise in connection with this Agreement of any third-party materials, including any Hardware or Software supplied by the Customer to the Supplier for use in the provision of the Dedicated Support or otherwise in connection with this

Agreement, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party.

- 8.2 The Supplier warrants and represents that:
- (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement 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 this Agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this Agreement including for the Customer's use and receipt of the 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 this Agreement; and
  - (d) the Customer's use of any Supplier materials and/or third-party materials, including any materials supplied by the Supplier to the Customer, shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party.
- 8.3 Except for any warranties and service levels expressly set forth in this Agreement, the Services are provided on an "as is" basis, and Customer's use of the Services is at its own risk. 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.
- 8.4 The Supplier warrants that the Dedicated Support will be performed with all reasonable skill and care and that it will be provided in accordance with the Statement of Work and the terms and conditions of this Agreement.
- 8.5 In the event that a defect, fault or impairment in the provision of the Service(s) causes a service interruption and the Supplier becomes aware of this either through the Customer giving notification to the Supplier of such default, fault or impairment, or as a result of the Supplier's monitoring, then the Supplier shall use its reasonable endeavours to resolve that defect, fault or impairment as more fully set out in the Statement of Work.
- 8.6 If the Supplier determines in its reasonable opinion that such a defect, fault or impairment results directly or indirectly from: (i) the negligence, act, omission, or default of the Customer or Designated User, (ii) the Customer's breach of

this Agreement, or (iii) the operation, failure or malfunction of any network, equipment, hardware or software owned or controlled by the Customer or (iv) any third party action in response to an act or omission of the Customer or any person given access to the Service by the Customer (including third party hosted software vendors) then the Supplier may recover from the Customer all reasonable costs to be incurred by it or on its' behalf in connection with the remedy of such defect, fault or impairment.

- 8.7 In the event of any Unscheduled Downtime the Supplier shall issue a service request number against which details of the Unscheduled Downtime will be recorded. The Supplier shall, without reference to the Customer, initiate the necessary corrective actions. The Supplier shall advise the Customer of all such Unscheduled Downtime.
- 8.8 As the Customer becomes aware of an interruption to the Service, or a failure of the Service to the levels identified in the relevant Statement of Work, then the Customer is required to advise the Supplier's Help Desk and obtain a service request number.
- 8.9 The service levels in Clause 8 and the service levels in the relevant Statement of Work are specific to directly provided Services of the Supplier and do not relate to Third Party Software (of which such Third-Party Software will be governed by their own relevant service levels).
- 8.10 The Supplier shall not in any circumstances be liable under the warranties in this Clause 8 if it can demonstrate that any failure of the Services to comply with such warranties was caused or contributed to by any Relief Event.
- 8.11 If the Dedicated Support do not conform with the warranty in Clause 8.4, the Supplier shall, at its expense, use commercially reasonable endeavours to correct any such nonconformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 8.12 Notwithstanding the foregoing, the Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free.
- 8.13 The Customer hereby warrants that it has not been induced to enter into this Agreement 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.

## 9. ACCEPTANCE OF THE PROFESSIONAL SERVICES

- 9.1 The relevant Statement of Work 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.

9.2 In relation to any Acceptance Testing:

- (a) the Customer shall have a reasonable period of time, up to ten Business Days unless otherwise specified in the Statement of Work, from the Supplier's delivery of each Deliverable under the relevant Statement of Work (the "Acceptance Period") to confirm that such Deliverable conforms to the acceptance criteria as agreed between the Parties (collectively, the "Acceptance Criteria"). If the Customer determines that a Deliverable does not conform to the Acceptance Criteria, the Customer 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 Customer 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 9.2 (a)) if any of the Deliverables do not conform to the Acceptance Criteria. In the event that Customer has undertaken the Acceptance Testing within the Acceptance Period and fails to reject any Deliverable within the relevant Acceptance Period, for all purposes under these Conditions such Deliverable, shall be deemed accepted as if the Customer had issued a written acceptance thereof. Once the Deliverable has been accepted by the Customer and payment has been settled in accordance with Clause 7, the Deliverable shall become the property of the Customer. 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 9.2 (c) below.
- (c) If there are any non-conformities within any Deliverable, which have been highlighted by Customer or the Supplier during the Acceptance Period and whereby the Deliverable has not been accepted by the Customer for this reason and such non-conformity is a directly attributable act or omission on the part of the Supplier (and not subject to a Change Request (as defined in Clause 14) or attributable to the Customer's acts or omissions including inadequate Acceptance Testing) the Supplier shall (without prejudice to the Customer'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 Customer shall have up to 2 Business Days unless otherwise agreed by the Supplier (the "Retest Period") to confirm that the Deliverable meets the Acceptance Criteria. If the Customer fails to notify the Supplier of any issues within the Retest Period, that Deliverable shall be deemed accepted.
- (d) 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 Customer 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. Supplier agrees not to charge Customer, any amounts paid or payable by Customer to Supplier which specifically relate to the non-conforming Deliverable which cannot be remedied.

## 10. SECURITY ARRANGEMENTS AND DATA PROTECTION

- 10.1 The Supplier warrants that it is ISO 27001 compliant and shall maintain all compliance requirements throughout the duration of the Agreement.
- 10.2 The Supplier shall maintain up to date anti-virus software installed on the Supplier's Hardware.
- 10.3 The Supplier shall promptly notify the Customer in writing of any loss or damage to the Customer Data. In the event of any loss or damage to Customer Data, the Supplier shall use commercially reasonable endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data. Subject to Clause 4.3, the Supplier shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Customer Data caused by any Third Party.
- 10.4 Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 10.5 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 Data Protection Legislation.
- 10.6 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor. The Customer warrants that it will comply with all its obligations as Data Controller under the Data Protection Legislation, and that it will where the Supplier is to process Personal Data on the Customer's behalf, 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 Personal Data and categories of Data Subject, and will ensure that a schedule is added to the relevant Statement of Work containing such detail as may be required to ensure compliance with the Data Protection Legislation. The Supplier shall

not be deemed to have breached any of its obligations as Data Processor by virtue of a breach of the Data Protection Legislation by the Customer as Data Controller. The Supplier shall not be deemed liable for any claim including but not limited to a claim by a Data Subject arising from any action or omission by the Supplier to the extent that such action or omission resulted directly from the Customer's instructions.

- 10.7 The Customer's Personal Data held on the Supplier's system shall remain the property of the Customer.
- 10.8 The Customer may request the Supplier to host the Customer's applications inclusive of its Personal Data. In this respect all rights to the said Personal Data and applications reside with the Customer or its software provider. Where the Customer requests the Supplier to host its Personal Data under this Clause 10.10 as part of the Services, the Customer warrants, without the generality of Clause 10.6, that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the relevant Statement of Work.
- 10.9 Without prejudice to the generality of Clause 10.5, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under a Statement of Work or this Agreement:
- (a) process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, 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 Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to 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 Personal Data are obliged to keep the Personal Data confidential; and
  - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer 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 Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of a Statement of Work unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 10 and allow for audits by the Customer or the Customer's designated auditor, such audits to be conducted on reasonable notice (but in any event on giving Supplier not less than seven (7) days' notice, unless the Customer has reasonable grounds for giving shorter notice) and during Normal Business Hours on Business Days.
- 10.10 To the extent that the Supplier cannot comply with a change to the Customer's instructions when processing Personal Data without incurring material additional costs:
- (a) the Supplier shall: (i) immediately inform the Customer, 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; and
  - (b) any changes in the Customer'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 14).
- 10.11 The Customer hereby consents to the Supplier appointing Third Party processors of the Personal Data on the condition that the Supplier confirms for each such Third-Party processor has terms which are as similar as possible to

those set out in this Clause 10. For the avoidance of doubt, the Supplier shall not be held liable for any actions or omissions caused by such Third Parties.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Subject to Clause 11.2 below, on creation by the Supplier and upon the Supplier receiving payment in full, all Intellectual Property Rights in bespoke materials or code created under the Services (“Bespoke IPR”) for the Customer shall vest automatically in the Customer. Supplier hereby assigns to the Customer its present and future rights and full title and interest in such creations, including but not limited to workflows, widgets, business processes, and customised web coding which are used in order to provide the Services. The Customer hereby provides a irrevocable, worldwide, royalty-free licence to the Supplier for the duration of this Agreement to use such Bespoke IPR strictly for the purposes of providing the Services.
- 11.2 Notwithstanding Clause 11.1 above, the Supplier shall retain exclusive ownership of (i) all of its Background Materials; and (ii) ideas, concepts, techniques and know-how discovered, created or developed by the Supplier during the performance of the Services that are of general application and that are not based on or derived from the Customer’s business or Confidential Information (“General IP”, together with the Background Materials, the “Supplier Intellectual Property”). The Supplier grants to the Customer a non-exclusive, irrevocable, worldwide royalty free and non-transferable license to use the Supplier Intellectual Property.
- 11.3 The Customer shall pay and indemnify Supplier, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Supplier, arising by reason of claims that: (1) Supplier’s possession of or use of the Customer’s Intellectual Property in connection with the provision of the Services infringes the Intellectual Property Rights of a third party; (2) the Customer or any of its Customers, modify, alter, replace combine with any other data, code, documents or other software, which alters the Supplier’s Intellectual Property 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.
- 11.4 The Supplier shall pay and indemnify Customer, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Customer, arising by reason of claims that (1) Customer’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; (2) the Supplier, modifies, alters, replaces combines with any other data, code, documents or other software, which alters the Customer’s Intellectual Property 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.

11.5 If either Party (Indemnifying Party) is required to indemnify the other Party (Indemnified Party) under this Clause 11, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any IPR Claim against it in respect of which it wishes to rely on the indemnity at Clause 11.3 or Clause 11.4 (as applicable);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11.6 If an IPR Claim is brought or in the reasonable opinion of the Supplier is likely to be made or brought, Supplier may at its own expense ensure that the Customer 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 Customer, such acceptance not to be unreasonably withheld; or
- (b) procuring a license or permission to use the Deliverables on terms which are acceptable to the Customer, such acceptance not to be unreasonably withheld.

11.7 Except to the extent that the Supplier should reasonably have known or advised the Customer the foregoing provisions of Clause 11.6, 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 Customer 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 Customer to any item supplied by the Supplier under this Agreement if such modification is not authorised by the Supplier in writing where such modification directly gives rise to a claim, demands or action.

## 12. LICENCES

- 12.1 The Supplier shall procure any Third-Party Software required by the Customer for the provision of the Services. The Supplier expressly excludes any warranty to the Customer that the Third-Party Software supplied or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the its marketing, sales or other associated documentations. The Customer shall remain liable for any and all payments owed to the Supplier throughout this Agreement and until the end of the respective licence terms.
- 12.2 It is a condition of this Agreement that the Customer shall enter into such Licence Agreements as so prescribed by the relevant software owners of each Third-Party Software identified within this Agreement and/or in the applicable Statement of Work. In the event the Customer 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 Customer enters into such Licence Agreement.
- 12.3 The Customer acknowledges that it is responsible for ensuring that the Customer's Hardware, and operating software for such Hardware is compatible with the Third-Party Software and the Supplier gives no warranty in relation thereto unless agreed otherwise in writing between the Parties in the Statement of Work.
- 12.4 In consideration of the Fee paid by the Customer to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Customer a non-exclusive, revocable, worldwide, non-transferable licence for the duration of this Agreement until terminated to use of the Software.
- 12.5 In relation to scope of use:
  - (a) for the purposes of Clause 12.4, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).

- (b) For the purposes of Clause 12.4, "use of the Software" means loading the Software into temporary memory or permanent storage on the relevant computer, provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed under this licence for use on each computer to which the Software is distributed.
  - (c) the Customer may not use the Software other than as specified in Clause 12.4 and Clause 12.5(a) without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.
  - (d) except as expressly stated in this Clause 12, the Customer 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 Customer, 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 Customer 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.
- 12.6 The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under Clause 12.5(d) 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.
- 12.7 The Customer shall not:
- (a) sub-license, assign or novate the benefit or burden of this licence in whole or in part, unless expressly consented to in writing by the Supplier;
  - (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 this Agreement,
- without the prior written consent of the Supplier.
- 12.8 The Customer shall:
- (a) ensure that the Software is installed on designated equipment only;

- (b) keep a complete and accurate record of the Customer'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 unauthorized use of the Software by any person;
- (d) pay, for broadening the scope of the licences granted under this licence to cover the unauthorized 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.

12.9 The Customer 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 Customer is complying with the terms of this licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

12.10 The Customer warrants that it shall not compete with the Software product during the term of this Agreement and for a period of 6 years thereafter.

### **13. EXCLUSIONS, LIMITATIONS OF LIABILITY, WARRANTIES AND INDEMNITIES**

13.1 The Customer acknowledges and agrees that, except as expressly provided in this Agreement, the Customer assumes sole responsibility for (unless otherwise specified as a Service in the Statement of Work):

- (a) 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;
- (b) 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 Customer'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
- (c) loss or damage arising from or relating to any Relief Event.

13.2 This Clause 13 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 this Agreement; and
  - (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.3 Nothing in this Agreement excludes or limits either Party's liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of Clauses 11.3, 11.4 and 20;
  - (d) any other liability which cannot lawfully be excluded or limited.
- 13.4 Subject to Clause 13.3 above, the Service Level Agreements state the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability, in respect of the performance and availability of the Dedicated Support, or their non-performance and non-availability.
- 13.5 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 this Agreement 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.
- 13.6 Except as expressly stated in Clause 13.3:
- (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), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, 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 anticipated savings;
    - (iv) loss of business opportunity;
    - (v) loss of goodwill;

- (vi) loss of reputation;
- (vii) loss or corruption of data.

13.7 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Dedicated Support, 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 Customer in connection with the Dedicated Support, or any actions taken by the Supplier at the Customer'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 this Agreement.

13.8 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.

13.9 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 £2 million per claim;
- (c) Employers Liability Policy – limit £10 million per claim;
- (d) Cyber Insurance- limit £2 million per claim.

#### **14. CHANGE REQUESTS**

14.1 Either Party may request changes to any Statement of Work (in each case, a "Change Request"). Any Change Request shall be made in writing in a Change Request Form and sent to the Customer 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.

14.2 Where the Parties propose a Change Request the Supplier shall provide in the Change Request Form a written estimate of the likely fee required to implement the change, any necessary variations to the Charges 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 this Agreement. The Customer shall notify the Supplier whether it accepts or reasonably rejects the Change Request within five working days of its receipt of receipt of the Change

Request Form.

14.3 A Change Request shall become a "Change Order" when the requirements of the 'Change Control Procedure' as set out in this Clause 14 have been satisfied and the Change Request Form 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 Statement of Work without taking into account the Change Request. Once duly signed, the Change Request Form shall be deemed incorporated into Agreement and Statement of Work and the Supplier shall commence performance of the Change Order accordingly.

14.4 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.

14.5 Unless otherwise agreed in writing, Supplier shall be entitled to charge the Customer at Supplier's then current Fees for investigating, reporting on and, if appropriate, implementing any Change Request requested by the Customer.

## 15. CONFIDENTIALITY

15.1 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 Statement of Work.

15.2 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 15.1.

- 15.3 The obligations of confidentiality set out in this Clause 15 shall not apply to any information or matter which: (i) is in the public domain other than as a result of a breach of this Agreement; (ii) 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; (iii) 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 (iv) was independently developed by the receiving Party without use of or reference to the Confidential Information.

## 16. TERM AND TERMINATION

- 16.1 This Agreement shall commence on the Commencement Date and shall remain in full force for the Term unless otherwise agreed by the Parties or earlier terminated in accordance with the term of this Agreement. Thereafter, this Agreement shall continue to automatically renew for a Subsequent Term, unless a Party gives written notice to the other Party, ninety (90) days before the end of the Term or before the relevant Subsequent Term, to terminate this Agreement at the end of the Term or the relevant Subsequent Term, as the case may be.
- 16.2 Without prejudice to any rights that the Parties have accrued under this Agreement or any of their respective remedies, obligations or liabilities, a Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- (a) the Customer breaches its obligations in Clauses 5.7 and 5.8;
  - (b) the Supplier commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of forty five (45) days after being notified to do so;
  - (c) the other Party breaches any of the terms of Clause 10, Clause 15 or Clause 20; or
  - (d) 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.
- 16.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
- 16.4 On termination of this Agreement for any reason:
- (a) the Supplier shall immediately cease provision of the Services;

- (b) the Customer shall pay any and all invoices and sums due and payable up to and including the date of termination including (1) all remaining amounts owing up to the end of the Term or the Subsequent Term (as applicable); (2) any licence fees as set out under Clause 12.1; and (3) any termination fees that the Supplier incurs from any of its third parties as a consequence of such termination. The Supplier shall use reasonable endeavours to mitigate any loss but the Customer acknowledges and agrees that any third-party fees may not be mitigated by the Supplier and the Customer shall not hold the Supplier responsible if it incurs full termination fees; and
  - (c) 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.
- 16.5 Save as provided in Clause 16 or elsewhere in this Agreement, or by mutual consent and on agreed terms, or due to a Force Majeure event, neither Party shall be entitled to terminate a Statement of Work.
- 16.6 Termination of any Statement of Work shall be without prejudice to any other rights which any party may have under any other Statement of Work.
- 16.7 Upon termination of this Agreement for any reason the Supplier will provide to the Customer and / or to any new supplier selected by the Customer (the "Successor Service Provider") such assistance as reasonably requested by the Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to the Customer or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services") during any period of notice of termination (the "Termination Assistance Period"). Any services required by the Customer for the transition of Services during the Termination Assistance Period shall be provided by the Supplier at its then current time and materials fee rate for such period of time as shall be mutually agreed. Such Termination Assistance Services may include:
  - (a) developing a plan for the orderly transition of the terminated Services from the Supplier to the Customer or the Successor Service Provider;
  - (b) providing reasonable training to the Customer or the Successor Service Provider in the performance of the Services then being performed by the Supplier;

- (c) using commercially reasonable efforts to assist the Customer, at the Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by the Supplier in connection with the Services;
- (d) using commercially reasonable efforts to make available to the Customer, pursuant to mutually agreeable terms and conditions, any third party services then being used by the Supplier in connection with the Services; and
- (e) such other activities upon which the Parties may agree.]

16.8 The provisions of Clauses 7,8,10,11,12,13,15,17,18 and 20 shall survive termination of any Statement of Work or this Agreement.

**17. STAFF TRANSFER AND NON-SOLICITATION**

- 17.1 It is not intended that any staff be transferred from the Supplier to the Customer or from the Customer to the Supplier pursuant to this Agreement or that any 'relevant transfer' occur for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE).
- 17.2 The Customer shall indemnify and keep indemnified the Supplier at all times against any losses, costs or expense suffered or incurred by the Supplier arising from or in connection with any claims, demands or allegations made by any employee (whether current or former) of the Customer that their employment or any rights, powers, duties or liabilities relating to it has or should have transferred to the Supplier pursuant to TUPE (or otherwise) whether before, on or after the Commencement Date as a result of or in connection with the provision of any of the Services. For the avoidance of doubt, this indemnity will include (without limitation) any losses, costs or expenses in connection with: (i) any failure of the Customer or the Supplier to comply with any obligation to inform and/or consult with such persons or their representatives; (ii) the dismissal or purported dismissal by the Supplier of any such person within 28 days of the Supplier becoming aware that such person's employment has or is alleged to have transferred to the Supplier; or (iii) the dismissal of any such person by the Customer at any time.
- 17.3 The Supplier shall use its reasonable endeavours to arrange the provision of the Services and in particular the staffing of such provision so that no contract of employment of any person employed by the Supplier will have effect on or in connection with the termination of the provision of any Services as if originally made between such person and the Customer or any new supplier of services to the Customer by operation of TUPE, including by using its reasonable efforts to ensure that no such person is wholly or mainly assigned to the provision of the relevant Services at the time the provision of the relevant Services terminates.

- 17.4 Neither Party shall solicit the other Party's staff or contractors who have been employed or engaged in the Services or the performance of this Agreement during the lifetime of this Agreement and for a period of 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.
- 17.5 In the event that either Party is in breach of Clause 17.4 above then the Party in breach shall pay to the other by way of liquidated damages an amount equal to 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.
- 17.6 The Parties hereby acknowledge and agree that the formula specified in Clause 17.5 above is a reasonable estimate of the loss which would be incurred by the loss of the person so employed or engaged.

**18. RELIEF EVENTS**

Subject to Clause 13.3, and notwithstanding any other provision of this Agreement, the Supplier shall have no liability for failure to perform the Services or its other obligations under this Agreement if it is prevented, hindered or delayed in doing so as a result of any Relief Event.

**19. FORCE MAJEURE**

- 19.1 The Supplier shall have no liability to the Customer under this Agreement and the Customer shall have no obligation to pay the Fees if the Supplier is prevented from, or delayed in, performing its obligations under this Agreement, 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 this Agreement or otherwise exercising the level of diligence that could reasonably have been expected of it (having exercised Good Industry Practice), including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving the workforce of the Supplier), act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a Force Majeure Event), provided that:
- (a) the Customer 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 four (4) weeks or more, the Party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the other Party.

19.2 Both Parties agree and acknowledge that upon the UK ceasing to become a member of the European Union (Brexit Event), that such Brexit Event shall not qualify as a Force Majeure Event.

## **20. ANTI-BRIBERY AND MODERN SLAVERY**

20.1 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 Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.

20.2 The Supplier shall procure that any person associated with the Supplier, who is performing services in connection with this Agreement, adheres to terms equivalent to those imposed on the Supplier in this Clause 20 ("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 Customer for any breach by such persons of any of the Relevant Terms.

20.3 For the purpose of this Clause 20, 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 20 a person associated with the Supplier includes any subcontractor of the Supplier.

20.4 In performing its obligations under the Agreement, 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.

## **21. WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement 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.

## **22. SEVERANCE**

22.1 If any court or competent authority finds that any provision of this Agreement (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 this Agreement shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of this Agreement 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.

## **23. ENTIRE AGREEMENT AND AMENDMENT**

23.1 This Agreement (and its references to website address to further documentation, the Licence Agreements, the Statement of Work, and the Customer Agreement 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.

23.2 Each Party acknowledges that in entering into this Agreement 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 this Agreement.

23.3 Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

23.4 No alteration to or variation of this Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorised representative.

## **24. ASSIGNMENT**

The Customer shall not without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed) assign or, transfer or charge or deal in any other manner with either the benefit or the burden of this Agreement 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 this Agreement.

**25. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement 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.

**26. THIRD-PARTY RIGHTS**

This Agreement is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns and Microsoft (in respect of enforcing the terms of the Customer Agreement), and is not intended to benefit or be enforceable by anyone else.

**27. NOTICES**

27.1 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by prepaid first class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business.

27.2 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.

27.3 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.

**28. DISPUTE RESOLUTION**

28.1 If a dispute arises under this Agreement ("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").

28.2 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 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 this Agreement (“Designated Representative”); and

- (b) notify the other Party in writing of the name and contact information of such Designated Representative.

28.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment 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.

28.4 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.

## **29. MARKETING**

29.1 Both Parties agree to reasonably cooperate in connection with the creation of mutually beneficial marketing communications, which shall include, at a minimum, a press release, case study and a reference to Customer on Supplier and its Affiliate’s website, provided that in no event shall either Party use the name, trademarks or other proprietary identifying symbols of the other Party without such Party’s prior written consent, which consent shall not be unreasonably withheld or delayed. The Customer authorises the

Supplier to register the Customer with Microsoft as a hidden reference for the only purpose of the Supplier’s accreditation with Microsoft. Such disclosure shall be privately made with Microsoft and not in the public domain.

## **30. GOVERNING LAW AND JURISDICTION**

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

30.2 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1- Change Request Form

1. This Change Request Form (once signed by both Parties and considered a Change Order in accordance with Clause 14) is supplemental to the Agreement and only amends the specific sections as set out in the table below. For the avoidance of doubt, all other parts of the Agreement and its Schedules shall remain enforceable in accordance with the terms of the Agreement. A breach of a Change Order shall be regarded as a breach of the Agreement.

Amendments to the Agreement

1. The Parties agree that, notwithstanding the date of this Change Order (the "Effective Date"), the Agreement was, and shall be deemed to have been, varied and restated as set out herein.
2. The Agreement, as varied and restated by this Change Order, shall remain in full force and effect and any references in the Agreement shall, with effect from the Effective Date be construed as a reference to the Agreement or such provision as varied and restated by this Change Order.
3. This Change Order does not release any Party from any breaches of the Agreement existing at the date of this Change Order.

Change Request	
Raised to: [Name of Coeo Project Manager or Account Manager]	Date:
Raised by [Customer contact name]:	
Title of Change (Customer):	
Reason for Contract Change (Customer):	
Outline Description of Change and likely effect on Services (Coeo):	

Implementation Timetable (Coeo):

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Acceptance Criteria (Coeo, if applicable):

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Change to Charges required (Coeo):

Signed by the Authorised Representative:

Coeo Limited:

Customer: