

CSI FRAMEWORK AGREEMENT

COMPUTER SYSTEM INTEGRATION LTD

TERMS AND CONDITIONS

Version	5.0
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Client Account Number: [COxxxxxx]

This Framework Agreement (the "Agreement") is made between:

- (1) Computer Systems Integration Limited, a company incorporated in England and Wales (registered company number 01748591) whose registered office is at Lynton House, 7-12 Tavistock Square, London WC1H 9BQ, England ("CSI"); and
- (2) [???], a company incorporated in England and Wales (registered company number [????]) whose registered office is at [?????] ("Client")

Client and CSI, each a 'party' and together the parties.

Generally Operative Provisions

- A. This Agreement is supplemental to Order(s) and sets out the terms and conditions ("Terms") contained in the Clauses to this Agreement ("Clauses") that relate to the supply of Managed Services, Products, and Services as are identified in Order(s).
- B. Each Order signed by both Parties constitutes a binding contract for the provision of Managed Services, Products, and Services by CSI on the Terms of this Agreement.
- C. By this Agreement, CSI undertakes to Client to supply such Managed Services, Products, and Services as are set out in any Order(s) that are signed by both Parties.
- D. This Agreement establishes a framework through which Client may purchase Managed Services, and / or Products, and / or Services from CSI by placing an Order.

Signed for and on behalf of Computer Systems Integration Limited and the Client on the Commencement Date:

Client:

Computer Systems Integration Ltd:

.....
(authorised signatory)

.....
(authorised signatory)

.....
(print name of signatory)

.....
(print name of signatory)

.....
(print title of signatory)

.....
(print title of signatory)

.....
(date)

.....
(date)

TERMS AND CONDITIONS

PART A – APPLICABLE TO MANAGED SERVICES, PRODUCTS, AND SERVICES

1. AGREEMENT TO PROVIDE MANAGED SERVICES, PRODUCTS, AND SERVICES

- 1.1. Client accepts that Managed Services, Products, and Services are supplied in consideration of the payment by Client to CSI of the relevant Charges in accordance with Clause 4.
- 1.2. The supply of the Managed Services, Products, and Services by CSI shall be governed by:
 - 1.2.1. any Order;
 - 1.2.2. this Agreement.
- 1.3. If there is, at any time, any conflict, ambiguity or inconsistency between the Agreement and an Order, then the Agreement shall prevail save to the extent that the provision of the Order in respect of which the conflict, ambiguity or inconsistency arises is expressly stated as taking priority over specified provisions of the Agreement in which case the relevant provision of the Order shall prevail.
- 1.4. Any Order signed by both Parties may only be varied in writing between the Parties.
- 1.5. For the avoidance of doubt:
 - 1.5.1. Clauses 7 to 9 (inclusive) only apply for the supply of Products and Services by CSI but do not apply for the supply of Managed Services by CSI;
 - 1.5.2. Clauses 10 to 13 (inclusive) only apply for the supply of Managed Services by CSI but do not apply for the supply of Products and/or Services by CSI; and
 - 1.5.3. Clause 14 only applies for the supply of Services and/or Managed Services by CSI but does not apply for the supply of Products by CSI.
- 1.6. All other Clauses apply to Managed Services, Products, and Services as the context permits unless otherwise stated within this Agreement.

2. GENERAL PROVISIONS RELATING TO MANAGED SERVICES, PRODUCTS, OR SERVICES

- 2.1 Unless otherwise provided for in a relevant Order, Managed Services, Products, and Services provided by CSI to Client under the Agreement shall be provided during Working Hours. Any Services provided outside Working Hours shall only be provided subject to specific prior agreement between CSI and Client and will be subject to CSI's standard out-of-hours Charges as provided to Client from time to time.
 - 2.1.1 CSI shall use reasonable endeavours to ensure that its Personnel:
 - (a) comply with all Client's reasonable and lawful instructions in connection with their use of and access to Client's Site(s), Client's

Personnel and Client's Environment in connection with the provision of the Managed Services, Products, and Services;

- (b) comply with all reasonable health and safety and security policies of Client that are made known to its Personnel.
- 2.2 Unless otherwise agreed to the contrary in an Order, Client shall be responsible for providing, at its own expense, such computer hardware and software equipment as CSI may reasonably require to carry out its obligations to supply any of the Managed Services, Products, and Services and to make provision for the maintenance of such equipment.

3. ORDERING

- 3.1 Each Order shall be agreed in the following manner:
- 3.1.1. Client shall request CSI to provide any or all of the Managed Services, Products, and / or Services. Client shall provide CSI with as much information as CSI reasonably requests in order to assess its ability to provide the Managed Services, Products, and / or Services requested;
 - 3.1.2. following receipt of the information requested from Client, one of the following will occur:
 - 3.1.2.1. CSI shall, as soon as reasonably practicable, inform Client that it declines to provide the requested Managed Services, Products, and / or Services; or
 - 3.1.2.2. in respect of requests by Client for Products, CSI shall, as soon as reasonably practicable, either:
 - a) ask Client to submit a signed purchase order for the Products; or
 - b) issue Client with a quotation in respect of the Products;and the signed purchase order and/or quotation shall be referred to as the "Order";
 - 3.1.2.3. in respect of requests by Client for Managed Services and/or Services:
 - a) CSI shall, as soon as reasonably practicable, provide Client with a draft statement of work or similar document;
 - b) CSI and Client shall discuss and agree the draft statement of work or similar document; and
 - c) both parties shall sign the agreed statement of work or 'similar document',and the signed statement of work or similar document shall be referred to as the "Order".
- 3.2 Unless otherwise agreed, the Charges shall be as specified in the relevant Order.
- 3.3 Once an Order has been agreed and signed in accordance with Clause 3.1.2, no amendment shall be made to it except in accordance with Clause 32.5.
- 3.4 Each Order shall be part of this Agreement and shall not form a separate contract to it.

4. CHARGES AND PAYMENT

- 4.1 Charges payable for any of the Managed Services, Products, and / or Services will be set out in the Order and where the Order makes no provision as to payment of Charges will (i) for Products and Services be calculated on a time and materials

basis at the rates set out in the relevant Order or, where no such rates are set out, at CSI's prevailing standard charging rates as notified to Client from time to time and (ii) for Managed Services be payable quarterly in advance.

- 4.2 If a Trigger Event occurs then CSI shall be entitled to increase the Charges subject to such increase being no more than 15% of the Charges at the date of the increase.
- 4.3 Where a given Charge is payable by reference to a period of time and the Order under which such Charge is payable terminates part way through that period, Client shall be obliged to pay that Charge on a pro rata basis for the period up to the date of termination of the Order.
- 4.4 Charges will be payable within thirty (30) days of the date of the invoice that CSI sends to Client in respect of those Charges.
- 4.5 All Charges shall be payable without any set-off or deduction or any other form of withholding unless permitted by law.
- 4.6 Disputed invoices must be notified to CSI in writing within five (5) Working Days of the date of the invoice.
- 4.7 In the event any applicable credit insurance facilities are withdrawn, CSI shall be entitled to request payment for the Managed Services, Products, and Services in advance of delivering the Managed Services, Products, and Services to Client.
- 4.8 Unless otherwise stated in an Order, all Charges set out or referred to in the Order are exclusive of VAT and any other imposed taxes or duties for which Client shall be additionally liable.
- 4.9 Client will pay interest to CSI in respect of the late payment of any sum due under the Order both before and after judgment which interest will accrue each day at 2% a year above Barclays Bank's annual base rate from time to time, but at 2% a year for any period when that base rate is below 0%.Barclays Bank.
- 4.10 In the event that Client fails to pay 50% or more of any undisputed invoice within 30 days of written notice from CSI that such invoice remains outstanding, CSI shall, without prejudice to any of its other rights or remedies under this Agreement, be entitled to immediately restrict or suspend the provision of Managed Services and/ or Services until payment of such invoice has been received in clear funds by CSI.

Only applicable to Products

- 4.11 Unless otherwise stated in an Order, Charges for Products and one off Charges shall be invoiced on delivery.

Only applicable to Managed Services & Services

- 4.12 Unless otherwise stated in an Order, any annual or periodic Charges shall start to accrue for the Managed Services or Services upon delivery, or where applicable, the Live or Acceptance Date, whether or not use is made of the Managed Services or Services. Where the Services or Managed Services replace a previous service, Charges under the replaced service shall stop accruing at this time.
- 4.13 Unless otherwise stated in an Order, Charges payable for any of the Managed Services or Services will include an annual price increase, which shall be no more than 2% above the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics and which shall take effect on the each anniversary of the Commencement Date. CSI will give 30 days' written notice of the increase before the relevant anniversary of the Commencement Date using the most recently published RPI figure before issuing the notice..

5. CLIENT'S OBLIGATIONS

5.1 Client shall:

- 5.1.1 provide CSI, its employees, agents and sub-contractors with all necessary co-operation in relation to this Agreement;
- 5.1.2 provide such personnel assistance as may be reasonably requested by CSI from time to time;
- 5.1.3 obtain and maintain all necessary licences and consents as required by any Order and perform its obligations under this Agreement in accordance with all applicable laws;
- 5.1.4 promptly provide any assistance, information, health, safety and access information relating to Client Site(s) where relevant, facilities, Documentation, access and other matters reasonably requested by CSI;
- 5.1.5 provide for CSI, its employees, agents and subcontractors access to Client Sites and other facilities free of charge as reasonably required by CSI including any such access as is specified in an Order and provide a safe system of work and discharge all of its obligations under all applicable health and safety legislation at all Client Site(s) visited by CSI employees, agents or subcontractors in the course of performance of CSI's obligations under this Agreement such obligations including but not limited to the delivery and installation of Products at Client Site(s);
- 5.1.6 promptly inform CSI of any matters which it has reason to believe are likely to materially adversely affect the provision of the Managed Services, Products, and Services to Client (including any proposed change to Client's Environment or in a Client's infrastructure, or delay);
- 5.1.7 promptly comply with CSI's reasonable instructions and advice relating to the provisioning of the Managed Services, Products, and Services and security, integrity or performance of the Managed Services, Products, and Services;
- 5.1.8 meet any additional Client obligations as detailed in the Order and advise CSI promptly of any issue or delay that could impact the Managed Services, Products, and / or Services delivery;
- 5.1.9 complete Acceptance Tests (if applicable), and notify CSI of any failures in writing, within 10 Working Days, unless otherwise agreed in the Order; and

Only applicable to Managed Services & Services

- 5.1.10 provide CSI, its employees, agents and subcontractors with all necessary access to such information, materials and documents as may be required by CSI, in order to render the Managed Services or Services, including but not limited to Client Data, security access information and software interfaces, to Client's other business applications.
- 5.2 Notwithstanding CSI's rights under Clause 16.6, if Client shall fail to comply with any material obligation in relation to the provision of the Managed Services, Products, and / or Services, then CSI may on written notice suspend the provision of the Managed Services or Products, or Services affected until such failure has been fully remedied by Client and the time for delivery shall be extended to reflect any resulting delay. If in CSI's reasonable opinion the delay has resulted in an actual increase in the cost to CSI of carrying out its obligations under an Order, unless otherwise provided for in a relevant Order, CSI may invoice Client for the difference between CSI's actual cost of carrying out its obligations and the amount charged to Client for the Managed Services, or Products, or Services affected. CSI acknowledges it has a positive obligation to mitigate its costs in relation to all

- delays.
- 5.3 Without prejudice to the rights of the parties as are set out in Clause 19, in the event of a matter arising, which is neither a failure of CSI or Client (in accordance with their respective obligations under this Agreement) and which affects the provision of the Managed Services, Services or Products, the parties shall review and agree:
- 5.3.1 any required variations to an Order;
 - 5.3.2 any change to the Charges; and
 - 5.3.3 any steps required by the parties to seek to remedy the matters impacting on the delivery of the Managed Services, Services or Products.
- 5.4 Client shall ensure that, in relation to a given Order, it maintains at its own cost the continuous operation of Client's Environment. Client acknowledges that whilst CSI may provide advice as to how the requirements for Client's Environment might be met, CSI shall have no responsibility or liability for the selection, implementation, operation, security, maintenance or suitability of Client's Environment, unless CSI is specifically contracted to provide such advice in an Order.
- 5.5 Client shall keep and maintain Equipment in good condition and not dispose of or use Equipment other than in accordance with CSI's written instructions or authorisation.
- 5.6 If at any time Client makes any claim whatsoever against CSI or otherwise requests CSI to investigate any problem that has arisen in connection with the provision of the Managed Services, or Products, or Services, Client shall provide for CSI's Personnel all reasonable support and assistance (and where applicable physical access) to work on and modify as required the Managed Services, or Products, or Services.
- 5.7 Client represents, warrants, undertakes and agrees with CSI as follows:
- 5.7.1 Client's Input Material does not and shall not infringe any Intellectual Property Rights or any other rights whatsoever of any person;
 - 5.7.2 Client's Input Material is not under the laws of any legal jurisdiction obscene or blasphemous, offensive to religion, indecent, pornographic, offensive, defamatory or threatening to any person, liable to incite racial hatred or acts of terrorism and does not contain any material which has been obtained in violation of any laws and nothing contained in Client's Input Material would if published constitute a contempt of court ("Inappropriate Content");
 - 5.7.3 Client shall indemnify and keep CSI indemnified from and against all actions, proceedings, claims, demands, costs (including legal costs of CSI on a solicitor and own Client basis) and other liabilities however arising directly or indirectly as a result of any breach or non-performance by Client of any Client's undertakings covenants warranties or obligations under the Agreement.
 - 5.7.4 All information and Documentation contained in Client's Input Material is true, accurate and complete in all respects.

6. CSI'S OBLIGATIONS

- 6.1 CSI shall:
- 6.1.1 have full power and authority to enter into and perform the terms of the Agreement;
 - 6.1.2 have title to and property in any Products and Equipment to be supplied under a given Order and any such Equipment will be free and unencumbered;
 - 6.1.3 provide Client with all necessary co-operation in relation to this Agreement;
 - 6.1.4 provide Client with all information and assistance as may be reasonably required in order to enjoy the Managed Services, Products, or Services;
 - 6.1.5 meet CSI's obligations as detailed in the Order and advise Client promptly of any issue or delay that could impact the Managed Services, Products, or Services delivery;
 - 6.1.6 subject to Clause 6.3, warrant that any Equipment to be supplied under a given Order is of satisfactory quality and fit for such purposes as Client has made CSI aware in writing and agreed to by CSI;

Applicable to Managed Services & Services

- 6.1.7 perform the Managed Services and the Services with reasonable care and skill and the Managed Services, will be provided substantially in response to the Managed Services Requirements, if applicable, and in accordance with this Agreement.;
 - 6.1.8 provide appropriate qualified and trained personnel using CSI or third party resources to perform the Managed Services and the Services; and
 - 6.1.9 perform the Managed Services or the Services in accordance with all applicable laws (insofar as they relate to and concern the Services).
- 6.2 Client shall give notice to CSI as soon as it is reasonably able upon becoming aware of a breach of any of the obligations in Clause 6.1.
- 6.3 Unless otherwise stated in an Order the warranty for:
- 6.3.1 all Equipment is limited to the length of the manufacturers' warranty period ("Equipment Warranty Period"); and
 - 6.3.2 Software supplied under this Agreement is limited to 90 days from the date of delivery from CSI ("Software Warranty Period").
- 6.4 Subject to Clauses 6.5 and 6.9, if Client discovers a defect in the Managed Services, Products, or Services after it is accepted or deemed to be accepted, it shall notify CSI with full details of such defect within the warranty period as set out in a relevant Order or in Clause 6.3. If such defect has arisen as a direct result of CSI's breach of the obligations set out in Clauses 6.1.3 to 6.1.9 (inclusive), CSI shall use all reasonable endeavours to correct the defect within a reasonable period of time by the provision of modified, additional or replacement applications developed by CSI (at its option). Any such modified, amended or replacement applications shall then become part of the Products or Services.
- 6.5 Notwithstanding anything to the contrary in the Order, CSI shall have no liability to remedy a breach of warranty or any of its other obligations under this Agreement or a given Order where such breach arises as a direct result of the occurrence of any of the events or circumstances described in Clauses 6.6.1 to 6.6.6 (inclusive) or as a direct result of any failure on the part of Client to observe and perform any of its obligations under that Order or this Agreement.
- 6.6 Notwithstanding anything to the contrary set out in the Agreement, no claim of whatever nature may be brought under the Agreement against CSI and CSI shall

have no liability to Client to the extent that such claim arises as a consequence of the following acts:

- 6.6.1 the improper use, operation or neglect of Products by Client, its employees, agents, consultants and sub-contractors;
- 6.6.2 the modification of Products or their merger (in either whole or part) with any other application which is not performed or authorised by CSI under the relevant Order or this Agreement;
- 6.6.3 the failure within a reasonable period of time to implement recommendations in respect of or solutions to faults previously advised in writing by CSI;
- 6.6.4 any repair, reconstruction, adjustment, alteration, relocation or modification of Equipment without CSI's prior written consent;
- 6.6.5 the use of Equipment for purposes for which it was not designed or other than those specified in the Order;

Only applicable to Managed Services

- 6.6.6 any non-conformance that is caused by use of the Managed Services contrary to CSI's instructions.
- 6.7 Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Managed Services, Products, and Services are hereby excluded to the fullest extent permitted by law.

Only applicable to Managed Services

- 6.8 If the Managed Services do not conform to the obligations in Clause 6.1.3 to 6.1.5 (inclusive), CSI will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide Client with an alternative means of satisfying that particular Order. Such correction or substitution constitutes Client's sole and exclusive remedy for any such breach.
- 6.9 Notwithstanding the foregoing, CSI does not warrant that Client's use of the Managed Services will be uninterrupted or error-free.

PART B – APPLICABLE TO PRODUCTS & SERVICES

7. DELIVERY

- 7.1 Where a Delivery Date is agreed in the Order, CSI will use its reasonable endeavours to provide the Products and/or Services to meet the Delivery Date. Time shall not be of the essence with respect to any Delivery Date and CSI shall have no liability for any delay to a Delivery Date to the extent that it results from any failure on the part of Client to comply with any of its obligations under the relevant Order.
- 7.2 If no such date is specified or agreed, CSI shall use its reasonable endeavours to deliver or supply the Products or Services to Client as soon as reasonably possible. CSI shall not be liable for any loss, liability or expense caused by any delay in any such delivery or supply. Subject to a Project Plan, CSI shall be entitled to deliver or supply the Products or Services in one delivery or by instalments.
- 7.3 In either of the above cases, CSI does not accept any responsibility for shortages or for Products damaged in transit unless notified in writing within five Working Days of receipt of the Products by Client.
- 7.4 Delivery shall be confirmed by Client by authorised signature on the Delivery Date. Subject to Client serving written notice to the contrary within 14 Working Days of the Delivery Date, the Products and/or Services will be deemed to have been delivered on the Delivery Date.
- 7.5 Where delivery is required, CSI shall deliver the Products or Services to the address as informed by Client in writing, and as confirmed in an Order or Project Plan.
- 7.6 CSI shall invoice Client for Products and Services on delivery.
- 7.7 The terms of delivery of Products shall be Incoterms DAP. If the delivery address is in a territory which does not use VAT then this Incoterm shall also mean that use tax, or sales tax (GST) or turnover tax are excluded from price.

8. COMMERCIAL RETURNS

- 8.1 CSI has no obligation to accept a return of Equipment which Client wishes to return for any other reason than that dealt with under Clause 6.4 and Clause 22. Any other type of return would be deemed to be a "Commercial Return". If CSI does agree to accept a Commercial Return then CSI will issue an RMA to Client, which will detail the conditions under which the return will be accepted. If Client fails to fulfil the obligations stipulated by the RMA, then CSI reserves the right to refuse the return.

9. PASSING OF TITLE AND RISK

- 9.1 Risk of loss or damage of any Products, Equipment or Documentation supplied by CSI to Client pursuant to the Agreement will pass to Client upon the date such items are delivered (as defined in Clause 7) or placed at the disposal of Client by the transporter pending confirmation of delivery.
- 9.2 Title shall only pass from CSI to Client once Client has paid all Charges and all other monies owed to CSI under the Agreement in cleared funds.

PART C – APPLICABLE TO MANAGED SERVICES

10. MANAGED SERVICE REQUIREMENTS AND DUE DILIGENCE

- 10.1 CSI warrants that providing that all the Managed Services Requirements have been documented in the relevant signed Order(s) (which shall be the responsibility of Client) it is able to provide all of the Managed Services Requirements in accordance with the applicable descriptions as further set out and described in the relevant Order(s),
- 10.2 CSI acknowledges that Client is entering into the Agreement in reliance on the warranties provided by CSI in Clause 10.1.
- 10.3 Client hereby acknowledges and confirms that:
 - 10.3.1 it has given CSI full opportunity to carry out a thorough due diligence exercise in relation to the Managed Services Requirements and has provided full answers to CSI to all the questions that CSI considers to be relevant for the purpose of establishing whether it is able to provide the Managed Services in accordance with the terms of this Agreement;
 - 10.3.2 it has provided all information necessary to enable CSI to determine whether it is able to provide the Managed Services in accordance with the terms of this Agreement.
- 10.4 In addition, throughout the term of this Agreement, CSI shall be responsible for specifying to Client all information reasonably required by CSI for the purposes of recommending, advising, establishing, setting-up and providing the Managed Services hereunder and CSI shall do so in sufficient detail to enable Client to supply all such information to CSI, so far as it is available to Client. CSI shall review all such information supplied by Client to CSI promptly on receipt and shall, promptly following receipt, notify Client of any further information reasonably required by CSI.

11. MANAGED SERVICE SET-UP

- 11.1 CSI shall perform the Set-Up Service and shall use reasonable endeavours to meet all performance dates set out in the relevant Order(s), but any such dates shall be estimates only, and time shall not be of the essence in this Agreement.
- 11.2 When CSI considers that the Managed Services are ready for activation it shall notify Client. Within 5 Working Days of such notification Client shall review the operation of the Managed Services to confirm that they function in material conformance with the Managed Services Requirements. If the Managed Services fail in any material respect to conform with the Managed Services Requirements, Client shall give CSI a detailed description of any such material non-conformance (“material error”) in writing, within the 5 Working Day review period.
- 11.3 CSI shall use reasonable endeavours to correct any material error within a reasonable time and, on completion, re-submit the Managed Services to Client. If CSI is unable to correct the material error after three attempts, either party may terminate the relevant Order without further liability to the other. CSI reserves the right to charge Client for reasonable and demonstrable costs incurred prior to termination under this Clause 11.3.
- 11.4 If Client does not provide any written comments in the 5 Working Day period described in Clause 11.2, or if the Managed Services conform with the Managed Services Requirements, then the Managed Services shall be deemed accepted as from the date of the notification (“Acceptance Date”).

12. MANAGED SERVICE PROVISION

- 12.1 Client will, as from the Acceptance Date, make available the Assets for CSI's use in the delivery of the Managed Services.
- 12.2 CSI will provide the Managed Services as from the Acceptance Date until expiry or termination of this Agreement for any reason.
- 12.3 Client shall not store, distribute or transmit any material through the Managed Services that is unlawful or that facilitates unlawful activity.
- 12.4 Client shall remain responsible for the use of the Managed Services under its control, including any use by Third Parties (whether fraudulent or invited by Client).

13. MANAGED SERVICES SECURITY

- 13.1 CSI shall ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to any of the Managed Services, CSI's own computer system and related networks or resources and the Client Data, in accordance with ISO 27001 or other industry standard as notified by CSI in writing from time to time.
- 13.2 CSI shall ensure that CSI's systems are designed, maintained and upgraded at all times so as to minimise the risk of attack by viruses inclusive of but not limited to malicious code, trojans, worms and viruses, lock, authorisation key or similar devices that could impair the operation of the software underlying the Managed Services.
- 13.3 Each party shall promptly inform the other if it suspects or uncovers any breach of security, and shall use all commercially reasonable endeavours to promptly remedy such breach.
- 13.4 Client shall ensure that appropriate security measures are enforced and maintained to protect Client's access to the Managed Service. Client shall promptly advise CSI if it suspects that Client's own access has been compromised.

PART D – APPLICABLE TO MANAGED SERVICES & SERVICES

14. TUPE REGULATIONS; EXIT PLAN; & BCP

TUPE

- 14.1 The Parties agree that it is their common understanding that the TUPE Regulations do not apply to transfer any employees of either Party to the other Party provided that if by operation of law the TUPE Regulations do apply to transfer the employees of either Party to the other Party then in respect of:
- 14.1.1 any employees or third parties engaged by Client, Client hereby indemnifies CSI on a full indemnity basis for all costs, claims, liabilities and losses (including legal costs) of CSI arising in respect of such Client employees and any TUPE Regulations employment claims, including the costs of employment and termination, all remuneration, national insurance costs, pension contributions, redundancy and dismissal costs (including any claims for unfair dismissal). thereof by CSI;
 - 14.1.2 any employees or third parties engaged by CSI, CSI hereby indemnifies Client on a full indemnity basis for all costs, claims, liabilities and losses (including legal costs) of Client arising in respect of such third parties and any TUPE Regulations employment claims, including the costs of employment and termination, all remuneration, national insurance costs, pension contributions, redundancy and dismissal costs (including any claims for unfair dismissal).thereof by Client.

Exit Plan: Only applicable to Managed Services

- 14.2 If requested by the Client in writing within six (6) months of the Commencement Date the Parties shall agree a high level exit plan that will be followed by the Parties to ensure an effective transition of the Managed Services to any New Service Provider and/or back to Client whenever the provision of the Managed Services by CSI comes to an end. If requested by the Client following written notice of termination, the Supplier shall prepare a detailed Exit Plan as soon as possible. The detailed Exit Plan shall include, but not be limited to, the following criteria:
- 14.2.1 A plan with the aim of ensuring the seamless transfer of the provision of the Managed Services from CSI to a New Service Provider and/or Client, with no adverse impact on the quality

or timeliness of the Managed Services and with no interruption to Client's business;

- 14.2.2 provision for an exit period of no less than 6 months;
- 14.2.3 adequate knowledge transfer in relation to the Managed Services from CSI to Client and/or a New Service Provider;
- 14.2.4 the level of support that CSI will provide upon exit;
- 14.2.5 identifying personnel impacted by exit and staff transfer;
- 14.2.6 listing assets for transfer or novation from or retention by CSI (including software licences and sub-contracts) and the terms of any such transfer;
- 14.2.7 loan of items;
- 14.2.8 continuing obligations of CSI;
- 14.2.9 identification of CSI's sub-contractors;
- 14.2.10 identification of supporting documentation to be transferred from CSI;
- 14.2.11 agreement of Exit Plan milestones;
- 14.2.12 agreement of key triggers for execution of the Exit Plan;
- 14.2.13 indication of resource requirement from each Party to transfer the Managed Services;
- 14.2.14 any requirements for the transfer and/or deletion of Confidential Information; and
- 14.2.15 the applicable cost to be charged to Client for CSI discharging its obligations under the Exit Plan, which shall be consistent with the basis of charging set out in each applicable Order.
- 14.2.16 If five (5) days after a notice of termination has been served by either Party no Exit Plan has been agreed, the Senior Representatives shall convene immediately to discuss how the Services will be transitioned to the New Service Provider and/or back to Client.

Business Continuity: Only applicable to Managed Services

- 14.3 CSI shall at all times maintain and periodically test its business continuity plan ("the BCP") to support the provision of the Managed Services. The BCP shall be made available to the Client within 30 days of the Commencement Date. The Parties shall discuss it and agree such amendments and additions as may be necessary or desirable to ensure that no interruption to the continuity of the Managed Services would occur in the event of a Force Majeure Event or other event which would have an interruptive effect on those services.
- 14.4 CSI shall ensure it is able to fully and properly implement the BCP as amended from time to time.
- 14.5 CSI shall test the BCP on a regular basis (and, in any event, not less than once in

every twelve-month period).

- 14.6 Following each test, CSI shall make available to Client a written report summarising the results of the test.
- 14.7 CSI shall co-operate with Client in relation to the preparation and implementation of Client's own disaster recovery and business continuity plans, including providing all reasonably necessary information and participating in tests.

PART E – APPLICABLE TO MANAGED SERVICES , PRODUCTS, & SERVICES

15. SOFTWARE AND THIRD PARTY SOFTWARE

- 15.1 With respect to any Third Party Software supplied by CSI under this Agreement, CSI grants a sub-licence of such third-party software to Client on the same terms and conditions (mutatis mutandis) as CSI licenses the Third Party Software from the third party.
- 15.2 CSI warrants that, during the Software Warranty Period, with respect to each item of the Software which is delivered by CSI and properly installed and operated on the hardware products or other equipment for which it is originally licensed:
- 15.2.1 the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and
 - 15.2.2 the Software will substantially conform to its published specifications.
- 15.3 If there is a defect or non-conformity covered by the warranty in Clause 15.2, Client's sole remedy against CSI will be, at CSI's option, to refund the purchase price paid by Client for any defective Software, or to replace any defective media with software which substantially conforms to CSI's applicable published specifications. Client assumes responsibility for the selection of the appropriate application programs and associated reference materials.
- 15.4 CSI makes no warranty that:
- 15.4.1 its Software will work in combination with any hardware or application software products provided by third parties,
 - 15.4.2 the operation of the Software will be uninterrupted or error free, or
 - 15.4.3 all defects in the Software will be corrected.
- 15.5 For any third party products listed as being compatible in the Order or specifications, CSI will make reasonable efforts to provide compatibility, except where the non-compatibility is caused by a "bug" or defect in the third-party's product. CSI is not obligated to remedy any Software defect that cannot be reproduced with the latest software release. Client shall be entitled to receive any maintenance releases (such as patches and fixes but not including feature releases) at no charge during the Software Warranty Period. Client may optionally purchase the support Services under which Client would be entitled to receive maintenance feature releases for the duration of the delivery of the Services under the Order.

16. LIMITATION OF LIABILITY

- 16.1 The following provisions set out the entire liability of CSI (including any liability for the acts and omissions of its employees, agents and sub-contractors) to Client in respect of:
- 16.1.1 any breach of its contractual obligations arising under the Agreement; and
 - 16.1.2 any mis-representation, mis-statement or tortious act or omission including negligence arising under or in connection with the Agreement.
- 16.2 Any act or omission on the part of CSI or its employees, agents or sub-contractors falling within Clause 16.1 shall for the purposes of this Clause 16 be known as an "Event of Default".
- 16.3 The liability of CSI to Client for fraud or any fraudulent misrepresentation and for death or injury resulting from its own negligence or that of its employees shall not be limited.
- 16.4 Subject to Clauses 16.3, Clause 16.5, Clause 16.6 and Clause 16.7, the total liability of CSI in respect of all Events of Default shall be limited to damages of an

amount equal to:

- 16.4.1 the value of the relevant Order to which the Event of Default relates in respect of any other damage or loss;

Only applicable to Products & Services

- 16.4.2 £1 million in relation to the provision of Products and Services in respect of damage or loss to the tangible property of Client; and

Only applicable to Managed Services

- 16.4.3 £5 million in relation to Managed Services in respect of damage or loss to the tangible property of Client;.

16.5 Subject to Clause 16.3, neither Party shall be liable to the other for:

- 16.5.1 any indirect or consequential loss;
- 16.5.2 loss of profits;
- 16.5.3 loss of turnover;
- 16.5.4 loss of anticipated savings;
- 16.5.5 loss of business opportunity;
- 16.5.6 loss of goodwill;
- 16.5.7 loss of reputation or damage to brand;
- 16.5.8 loss of website electronic commerce transactions, traffic, data (excluding loss of personal data), software code or data capture;

provided that this Clause 16.5 shall not prevent claims for loss of or damage to Client's tangible property that fall within the provisions of Clause 16.4 or any other claim for direct financial loss that are not excluded by Clauses 16.5.1 to 16.5.8 inclusive.

16.6 Subject to Clause 16.3, CSI shall not be liable to Client for any losses, damages, costs or expenses, which Client shall suffer or incur by reason of:

- 16.6.1 the failure of Client to observe and perform its obligations under the Agreement;
- 16.6.2 any unauthorised access or use of CSI's Background Intellectual Property in breach of the Agreement;
- 16.6.3 its use of the Managed Services, or Products, or Services after it became or should have become aware of an Event of Default but before CSI has confirmed that a solution has been completed; or
- 16.6.4 an Event of Default which occurs before the Live or Acceptance Date or which occurred following identification but prior to resolution of a defect.

Liability for Breaches of Clause 29 (Data Protection)

16.7 Subject to Clause 16.3, the total aggregate liability of CSI in respect of the indemnity in clause 29.7 (Data Protection) shall be limited to £1,000,000 (one million pounds).

17. INTELLECTUAL PROPERTY RIGHTS

17.1 Unless otherwise specified in an Order, CSI and Client irrevocably agree that all existing and future Intellectual Property Rights in the Managed Services, Products, or Services and CSI's Background Intellectual Property will at all times during the continuance of this Agreement and following termination vest absolutely in CSI or CSI's suppliers.

17.2 Client grants to CSI a non-exclusive, non-transferable licence to use Client's Input Material and Client's Intellectual Property Rights during the term of the Agreement for the purpose of:

- 17.2.1 supplying the Managed Services, Products, or Services including any Equipment;
- 17.2.2 complying with any of its obligations under the Agreement.
- 17.3 CSI grants to Client a non-exclusive, non-transferable licence to use the Equipment and CSI's Background Intellectual Property for the use of the Managed Services, Products, or Services during the continuance of the Agreement.
- 17.4 Each Party covenants with the other Party that it shall:
 - 17.4.1 keep confidential the other Party's Input Material save for those parts of the other Party's Input Material which came into the public domain or the possession of the other Party otherwise than by breach of obligations of confidentiality;
 - 17.4.2 maintain reasonable control over the Party's Input Material and their location and upon request forthwith produce such record to the other Party;
 - 17.4.3 notify the other Party immediately if it becomes aware of any unauthorised use of the whole or any part of the other Party's Input Material by any third party; and
 - 17.4.4 without prejudice to the foregoing, take all such other reasonable steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of the other Party in the other Party's Input Material at least equal to the steps taken to safeguard their own Confidential Information.
- 17.5 Each Party shall inform their respective Personnel that the other Party's Input Material constitutes Confidential Information of the other Party and that all Intellectual Property Rights therein are the property of the other Party and each Party shall take all reasonable steps as shall be necessary to ensure compliance by its personnel with the provisions of Clause 17.4.
- 17.6 Save as expressly set out or contemplated in the Agreement, neither Party shall be entitled to copy in whole or in part the other Party's Input Material and each Party shall ensure where copying is authorised it only copies such Input Material to the extent necessary for the performance of its obligations hereunder.
- 17.7 Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party (the "Indemnified Party") from and against any damages and other liabilities (including reasonable costs) that may be awarded or payable by the Indemnified Party to any third party in respect of any claim or action that the use of the Indemnifying Party's Input Material in accordance with the provisions of the Agreement by the Indemnified Party infringes the Intellectual Property Rights of any third party.
- 17.8 CSI shall indemnify and hold harmless Client from and against any damages and other liabilities (including reasonable costs) that may be awarded or payable by Client to any third party in respect of any claim or action that the use of the Managed Services, Products, or Services in accordance with the provisions of the Agreement by Client infringes the Intellectual Property Rights of any third party (save to the extent that it arises from Client Input Material).
- 17.9 Where the Indemnified Party wishes to rely on the indemnity in Clause 17.7 or Client wishes to rely on the indemnity in Clause 17.8, it must:
 - 17.9.1 give notice to the Indemnifying Party/CSI (as applicable) of any such suspected Intellectual Property Rights Infringement forthwith upon becoming aware of the same;
 - 17.9.2 give the Indemnifying Party/CSI (as applicable) the sole conduct of the defence to any claim or action in respect of an Intellectual Property Rights

infringement and not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the Indemnifying Party/CSI (as applicable); and

- 17.9.3 act in accordance with the reasonable instructions of the Indemnifying Party/CSI (as applicable) and give to the Indemnifying Party/CSI (as applicable) such assistance as it shall reasonably require in respect of the conduct of the said defence, including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.
- 17.10 Notwithstanding the provisions set forth in Clause 17.9.2, the Indemnifying Party/CSI (as applicable) agrees that it shall not dispute the reasonableness of the amount of any settlement of any claim entered into by the Indemnified Party/Client (as applicable) where it has received reasonable notice and has either failed or refused to defend or has denied (or reserved its right to deny) an obligation to defend and indemnify the Indemnified Party/Client (as applicable).
- 17.11 Any Party obliged to indemnify the other Party under Clauses 17.7 or 17.8 shall reimburse the other Party its reasonable costs properly incurred in complying with the provisions of Clauses 17.7 or 17.8.
- 17.12 Neither Party shall have any liability to the other Party in respect of an Intellectual Property Rights infringement if it results from any breach of the other Party's obligations under the Agreement.
- 17.13 In the event of there being an Intellectual Property Rights infringement in respect of the use of either Party's Input Material, the Party liable to indemnify the other Party under Clauses 17.7 or 17.8 shall be entitled at its own expense and option either to:
 - 17.13.1 procure the right for the other Party to continue using the infringing Party's Input Materials; or
 - 17.13.2 make alterations, modifications or adjustments to the infringing Party's Input Materials so that they become non-infringing; or
 - 17.13.3 replace the infringing Party's Input Material with non-infringing substitutes.
- 17.14 If either Party in its reasonable judgement is not able to exercise any of the options set out in Clause 17.13 within one month of the date it receives notice of an Intellectual Property Rights infringement, then without prejudice to any other rights or remedies it may have under this Agreement or other relevant Order, it shall then be entitled to terminate the relevant Order under which such infringement has arisen by giving ten Working Days' notice to the other Party and where there are any related Equipment such Equipment can be returned to CSI and on delivery to CSI related monies shall be refunded.

18. CONFIDENTIALITY

- 18.1 Each of the Parties undertakes to the other during the term of this Agreement and following termination (howsoever arising) to keep confidential, subject to the provisions of this Clause 18, all Confidential Information (written or oral) that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of the Agreement, the content of the Agreement and any information (whether written or oral) disclosed by one Party to the other that is identified by the disclosing Party as confidential at the time of disclosure save that which is:

- 18.1.1 already in its possession other than as a result of a breach of this Clause and is not subject to an obligation of confidentiality;
- 18.1.2 in the public domain other than as a result of a breach of this Clause.
- 18.2 Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 18.1 by its employees, agents and sub-contractors.
- 18.3 Either Party may disclose any Confidential Information to:
 - 18.3.1 its auditors and professional advisors;
 - 18.3.2 comply with any law, regulation or government request (including the rules of any applicable stock exchange and HM Revenue and Customs or any overseas tax authority); and
 - 18.3.3 their respective Personnel to the extent they require such information to observe and perform the Parties' obligations under the Agreement, provided that the Party disclosing the Confidential Information under this Clause 18.3 uses its reasonable endeavours to procure that the person to whom Confidential Information is disclosed maintains as confidential the Confidential Information and does not use the same except for the purposes for which the disclosure is made.

19. FORCE MAJEURE

- 19.1 The Parties shall not be liable for any breach of their obligations under the Agreement which result from an Event of Force Majeure.
- 19.2 Each of the Parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure and an estimate of the non-performance and delay.
- 19.3 If an Event of Force Majeure occurs, that Party must:
 - 19.3.1 take all reasonable steps to overcome the effects of the Event of Force Majeure (but this does not require the settlement of claims on unreasonable terms); and
 - 19.3.2 resume compliance as soon as practicable after the event no longer affects either Party.
- 19.4 If a default due to an Event of Force Majeure shall continue for forty five days in relation to a given Order, then either Party shall be entitled to terminate that Order immediately on giving written notice to the other Party. The Parties shall not have any liability in respect of the termination of an Order as a result of an Event of Force Majeure.

20. RELATIONSHIP MANAGEMENT

- 20.1 Each Party shall for the duration of the Agreement appoint a Senior Representative(s) to act as the Senior Representative(s) with the other Party and who shall have the authority to contractually bind each Party on all matters relating to this Agreement. Each Party shall provide contact details for such contact (as amended from time to time) to the other Party in writing and shall use reasonable endeavours to ensure continuity of the Senior Representative. Unless otherwise specified, during the term of each Order quarterly reviews are to be arranged between the Senior Representatives. This will allow for discussion on the provision of new services and Change Notices. It will also provide the opportunity for CSI and/or Client to highlight any concerns that it may have.

21. DURATION, SUSPENSION AND TERMINATION

- 21.1 This Agreement shall, subject to Clauses 21.2 to 21.7 (inclusive), commence on the Commencement Date and continue for the duration of the Initial Term unless terminated in accordance with this Agreement.
- 21.2 On expiration of the Initial Term, this Agreement will be automatically renewed for successive 1-year periods unless and until it is terminated in accordance with this Agreement (each period a "Renewal Term").
- 21.3 Either Party may terminate the whole of this Agreement on giving to the other not less than one hundred and eighty (180) days' prior written notice of termination PROVIDED THAT such termination may only take effect on the date of expiry of the Initial Term or any Renewal Term.
- 21.4 Either the Agreement, Managed Services, or the Services delivered under an Order may be terminated forthwith by notice in writing by either Party:
- 21.4.1 if the other Party commits any material breach of any term of this Agreement or the relevant Order and, in the case of a material breach capable of remedy, fails to remedy the same within thirty days of a written notice from the other Party giving particulars of the breach and requiring it to be remedied;
- 21.4.2 in the circumstances set out in Clause 19.4.
- 21.5 The Agreement may be terminated by either Party if:
- 21.5.1 the other Party shall make or threatens to make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally; or
- 21.5.2 the other Party shall suspends or threatens to suspend payment of its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; or
- 21.5.3 a trustee, liquidator, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other Party; or
- 21.5.4 a petition is presented (unless it is vexatious or frivolous) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other Party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- 21.5.5 anything analogous to any such event occurs to the other Party in any legal jurisdiction.
- 21.6 Any termination shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination and the termination of the Service or Managed Services under any Order shall not operate to terminate any other of the Services, which shall, continue in full force until it terminates in accordance with its terms.

Only applicable to Managed Services & Services

- 21.7 If Client fails to pay any Charges within twenty-one (21) days of the receipt of a written reminder for payment, or if CSI is otherwise entitled to terminate the Agreement, Managed Services or the Services delivered under an Order, in accordance with Clauses 21.5 or 21.6, CSI shall have, without prejudice to any of its other rights and remedies, the option, at its sole discretion, by giving written notice to Client, to immediately restrict or suspend the provision of the Service(s)

or Managed Services until such Charges, together with accrued interest payable (as per Clause 4.11) have been received in clear funds by CSI, or, where suspension has resulted as a result of a material breach on the part of Client of its obligations under the Agreement, Client has remedied such breach to the reasonable satisfaction of CSI.

22. CONSEQUENCES OF TERMINATION

22.1 Following the termination of the Agreement for any reason:

- 22.1.1 CSI shall at the option of Client either forthwith destroy insofar as may be possible or return to Client any Client Data and any other material in its possession or control (insofar as where the Service has been terminated, only that which is relevant to the Service and not any other continuing services) and take all steps necessary to ensure that CSI and none of CSI's Personnel can access or use the same provided that Client has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination). Client shall pay all reasonable expenses incurred by CSI in returning or disposing of Client Data.
- 22.1.2 all existing Orders shall be completed for the period set out in the Order unless the parties agree otherwise.
- 22.1.3 all outstanding Charges properly due up to the date of termination under this Agreement shall become payable to CSI from Client.
- 22.1.4 each Party undertakes to return to the other Party any equipment, documentation, information or other materials belonging to the other Party.

Only applicable to Managed Services

22.2 In the event of termination of Managed Services by Client in accordance with Clause 21 of this Agreement then upon the date of termination of this Agreement:

- 22.2.1 CSI will immediately cease providing the Managed Service(s);
- 22.2.2 Any and all undisputed Charges which have not been paid by Client for Managed Service(s) provided up to the date of termination will immediately become due (this shall include payment for any Managed Service(s) expected to be supplied by CSI during the remainder of the term for which the Managed Service(s) will be delivered, as specified in the Order).
- 22.2.3 CSI shall perform the obligations agreed in the Exit Plan to ensure an effective transition of the Managed Services to any New Service Provider and/or back to Client and Client shall pay the applicable cost to Client for CSI discharging its obligations under the Exit Plan,

23. EARLY CANCELLATION OF AN ORDER

23.1 If any delivery or supply of the Managed Services, or Products, or Services is delayed or refused due to Client's request or default, CSI reserves the right to charge Client for reasonable and demonstrable additional costs.

Only applicable to Products & Services

23.2 Where applicable and unless otherwise stated in an Order, prior to the Delivery Date, Client shall be entitled to cancel any delivery of the Products or Services providing that a minimum of thirty (30) days' written notice is given subject to payment for any Services already performed or Products purchased or committed to on behalf of Client. If notice is less than thirty (30) days Client shall pay the full

invoice price for the Products or Services. However, CSI shall use all reasonable efforts to mitigate the costs and where costs are mitigated, Client shall pay the full invoice price less the mitigated costs.

24. CHANGE CONTROL

- 24.1 The Parties may agree to make modifications, changes or updates to an Order (a "Proposed Change"). Proposed Changes shall be dealt with in accordance with Clauses 24.2 to 24.4 (inclusive).
- 24.2 CSI or Client (as appropriate) shall notify the other Party, in writing, through their respective Senior Representatives, of any Proposed Changes. Client's notification to CSI must specify the priority designated to the Proposed Change by Client and the urgency of such Proposed Change relative to any other Proposed Changes previously notified to CSI which are then being considered and/or developed by CSI. In connection with all Proposed Changes proposed by Client, CSI shall provide to Client an estimate of the likely costs of preparing an evaluation report in respect of such Proposed Change.
- 24.3 CSI will, as soon as reasonably practicable, provide Client with an evaluation report and a Quotation for the Proposed Change (whether proposed by CSI or by Client), likely implementation date and the fees for all work to be undertaken by CSI in connection with the Proposed Change, including project management, implementation and, if relevant, on-going provision. Once CSI and Client have agreed to the scope and impact of the Proposed Change and the Quotation for the Proposed Change, CSI will send Client a Change Notice.
- 24.4 As soon as the Change Notice has been signed on behalf of both Parties, the Order will immediately be deemed to have been varied in accordance with the terms of the Change Notice. The Parties may alternatively agree a new Order if the Parties consider this to be a more appropriate method to document a Proposed Change.

25. CORRUPT GIFTS AND PAYMENTS

- 25.1 Both Parties shall:
 - 25.1.1 Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - 25.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 25.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Clause 25.1.2 and will enforce them where appropriate;
 - 25.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement.
- 25.2 Breach of this Clause 25 shall be deemed a material breach under Clause 21.
- 25.3 For the purpose of this Clause 25, 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), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 25 a person associated with CSI includes but is not limited to any subcontractor of CSI.

- 25.4 In performing its obligations under this Agreement, CSI shall:
- 25.4.1 maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance with all applicable anti-slavery and human trafficking laws and regulations enacted from time to time, including (but not limited to) the Modern Slavery Act 2015 (“Anti-Slavery Legislation”);
 - 25.4.2 not engage in any activity, practice or conduct that would constitute an offence under Anti-Slavery Legislation if such activity, practice or conduct were carried out in the UK; and
 - 25.4.3 require that each of its subcontractors and suppliers in relation to this Agreement shall comply with Anti-Slavery Legislation.
- 25.5 As at the Commencement Date, CSI represents and warrants that to the best of its knowledge neither CSI nor any of its Personnel or other persons associated with it has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental or regulatory body regarding any offence or alleged offence in connection with slavery, human trafficking, bribery or corruption.

26. ESCALATION PROCEDURE AND EXPERT DETERMINATION

- 26.1 All disputes arising out of or in connection with the Agreement shall first be referred to one of the relevant Client contacts and CSI contacts who shall discuss and attempt to resolve such dispute as soon as reasonably practicable and, in any event, within three Working Days.
- 26.2 Where a dispute to be considered by the relevant Client contacts or CSI contacts in accordance with Clause 26.1 is not resolved by them within three Working Days then either Party may refer the matter to a Senior Representative (and their equivalent from the other Party) and the Senior Representatives shall consider the dispute as soon as reasonably practicable.
- 26.3 The Senior Representatives may agree that the dispute shall be referred to an Expert who shall act as an expert and not as an arbitrator (and for the avoidance of doubt the provisions of the Arbitration Act 1996 shall be excluded in relation to any such dispute). Failing an acceptable or prompt decision (in the reasonable opinion of both Parties) from the Expert, either Party may notify the other Party of a formal dispute.
- 26.4 The Parties shall each bear their own costs in relation to any dispute under this Clause 26 and the fees and all other costs shall be borne jointly in equal proportion by the Parties unless otherwise directed.
- 26.5 Nothing in this Clause 26 shall prevent or delay either Party from seeking any interim injunctions, interdicts or orders in connection with any matter under the Agreement.

27. NON-SOLICITATION OF EMPLOYEES

- 27.1 During the term of this Agreement and for a period of six months thereafter Client shall not on its own behalf or on behalf of any person directly or indirectly entice or endeavour to entice away from CSI or contract with or employ any employee in any capacity who was at any time during the term of this Agreement directly involved in the supply of the Products, Services, or Managed Services as a senior employee or an employee in any managerial, technical, advisory, consultative or sales/marketing capacity.
- 27.2 In the event of any breach of this Clause 27 by Client, Client shall pay to CSI on

demand as liquidated damages a sum equal to fifty per cent (50%) of the annual salary and all other benefits payable by Client to the person employed or contracted with in breach of this Clause.

28. ASSIGNMENT, SUB-LICENSING AND THIRD PARTY RIGHTS

- 28.1 Client may not assign, charge or otherwise transfer the benefit of the Agreement nor any of its rights or obligations under the Agreement, nor hold the benefit of the Agreement in trust for any third party without the prior written consent of CSI, which will not be unreasonably withheld or delayed.
- 28.2 CSI shall be entitled to assign, novate, charge or otherwise transfer the benefit of this Agreement to any third party and to delegate any of its obligations under the Agreement to any of its Affiliates. Any such delegation shall not affect the obligations and liability of CSI under the Agreement.
- 28.3 Notwithstanding anything to the contrary contained in the Agreement, the Parties agree and intend that nothing in the Agreement shall confer any rights on any third parties. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party will have the benefit of or the right to enforce any term of the Agreement.

29. DATA PROTECTION

- 29.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 29 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 29.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and CSI is the Data Processor. In accordance with the requirements of the Data Protection Legislation the Order sets out the scope, nature and purpose of processing by CSI, the duration of the processing and the types of personal data and categories of Data Subject.
- 29.3 Without prejudice to the generality of Clause 29.1, the Client shall:
 - 29.3.1 ensure that it has all necessary appropriate consents and notices in place to enable the processing of the Personal Data to CSI for the duration and purposes of this Agreement;
 - 29.3.2 ensure that any Personal Data that it provides is lawfully disclosed or provided to CSI;
 - 29.3.3 not cause CSI to be in breach of the Data Protection Legislation;
 - 29.3.4 ensure that any instructions provided to CSI regarding the processing of Personal Data are lawful and shall, at all times, be in accordance with Data Protection Legislation;
 - 29.3.5 have sole responsibility for the technical and organisational measures employed in its own environments and shall put in place any reasonable measures (including any reasonable measures recommended by CSI) in respect of the security of the Personal Data, which may include the pseudonymisation and encryption of the Personal Data; and
 - 29.3.6 ensure that the Personal Data shall not include any Sensitive Personal Data (as defined in the Data Protection Legislation) without first agreeing additional data protection and information security controls with CSI.
- 29.4 Without prejudice to the generality of Clause 29.1, CSI shall, in relation to any Personal Data processed in connection with the performance by CSI of its obligations under this Agreement:

- 29.4.1 process that Personal Data only on the written instructions of the Client unless CSI is required by the laws of any member of the European Union or by the laws of the European Union applicable to CSI to process Personal Data. Where CSI is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, CSI shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit CSI from so notifying the Client;
- 29.4.2 ensure that it has in place the technical and organisational measures set out in the Security Policy, , 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, ensuring the pseudonymisation, encryption, confidentiality, integrity, availability and resilience of its systems and services, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 29.4.3 ensure that all personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential; and
 - (a) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (b) the Client or CSI has provided appropriate safeguards in relation to the transfer;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) CSI complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (e) CSI complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.
- 29.4.4 CSI shall assist the Client 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 and CSI shall be entitled to levy an additional charge on the Client for its reasonable time and effort utilised in providing such prompt cooperation and assistance as well as any costs and expenses incurred;
- 29.4.5 notify the Client without undue delay on becoming aware of a Personal Data Breach and/or if any instructions of the Client shall, to the knowledge of CSI, infringe Data Protection Legislation;
- 29.4.6 at the written direction of the Client, delete or return the Personal Data and copies thereof to the Client on termination of this Agreement unless required by Applicable Law to store the Personal Data; and
- 29.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 29;
- 29.4.8 CSI shall allow for and contribute to audits, including inspections, conducted by the Client (or another independent auditor proposed by the Client and approved by CSI) for the purpose of demonstrating compliance by CSI and with their obligations under this Clause 29 provided that the

Client gives CSI reasonable prior notice of such audit and/or inspection and they are limited to no more than once per annum unless otherwise agreed by CSI. CSI shall be entitled to levy an additional charge on the Client for its reasonable time and effort utilised in providing such contribution and assistance as well as any costs and expenses incurred.

- 29.5 The Client consents to CSI appointing those third parties notified to the Client as a third-party processor of the Personal Data under this Agreement. CSI confirms that it has entered into, or (as the case may be) will use its reasonable endeavours to enter into a written agreement incorporating terms which are substantially similar to and as far as reasonably possible on terms that are no less onerous than those set out in this clause 29. As between the Client and the CSI, CSI shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 29.
- 29.6 CSI shall promptly notify Client in writing of any loss or damage to the Client Data. In the event of any loss or damage to Client Data, Client's sole and exclusive remedy shall be for CSI to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data. CSI shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by any third party (except those third parties subcontracted by CSI to perform services related to Client Data maintenance and back-up) nor for the security or integrity of any Client Personal Data during its transmission via public telecommunications facilities, the Internet or similar.
- 29.7 Each party (the **"Indemnifying Party"**) shall indemnify the other party (the **"Indemnified Party"**) against:
- 29.7.1 all claims, liabilities, costs, expenses, damages and losses (including but not limited to all reasonable professional costs and expenses) (**"Losses"**) suffered or incurred by the Indemnified Party arising out of or in connection with:
- (a) a Personal Data Breach;
 - (b) any claim by a third party, including but not limited to a Data Subject; or
 - (c) any failure by the Indemnifying Party to comply with its obligations under this Clause 29 (Data Protection); and
- 29.7.2 all penalties, awards, fines which are imposed upon by a Supervisory Authority,
- except to the extent that such Losses have arisen out of or in connection with any negligence or wilful default of the Indemnified Party or any breach by the Indemnified Party of its obligations under this Clause 29 (Data Protection).

30. PUBLICITY

- 30.1 Each Party agrees not to use or refer to this Agreement or to the name, trade mark or trade name of the other Party in any publicity, advertisements or other disclosure (including Client lists), without first obtaining the written approval of the other Party.

31. COMPLIANCE

- 31.1 Each of the Parties represents to the other that it holds all licences, authorisations or permits required by laws for the purposes of carrying out its obligations under the Agreement, and that throughout the term of the Agreement it will continue to hold all such licences, authorisations and permits and the Parties warrant to each other that they shall not engage in any activities or processes which shall cause

the other to be in breach of any laws.

32. GENERAL

- 32.1 The waiver by either Party of a breach or default of any of the provisions of the Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions of the Agreement nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the Agreement operate as a waiver of any breach or default by the other Party.
- 32.2 Any notice, request, instruction or other document to be given under the Agreement shall be delivered or sent by first class post to the address of the other Party set out in the relevant Order or this Agreement (or such other address as may have been notified) or by email to the email address of Client or CSI, as set out in the relevant Order, and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of forty-eight hours after posting and (if sent by email) upon receipt by the sender of the notice of a recipient delivery notice email.
- 32.3 If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or enforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 32.4 The Agreement constitutes the entire Agreement about the Managed Services, Products, and Services between the Parties and each Party warrants that it has not relied on any representations or warranties made by the other Party, other than those in this Agreement.
- 32.5 This Agreement may only be varied by the agreement of both Parties made in writing.
- 32.6 The Parties agree that nothing in the Agreement shall be deemed to create any partnership, joint venture or relationship of employer and employee between them.
- 32.7 This Agreement and any dispute arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 32.8 The Parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts.

33. COUNTERPARTS

- 33.1 The Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but in that case shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute the original of this Agreement and the first Order, but all the counterparts shall together constitute one and the same instrument.

34. INTERPRETATION

- 34.1 Any reference in the Agreement to "writing" or cognate expressions includes a reference to e-mail.
- 34.2 Any reference to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 34.3 The headings are for convenience only and shall not affect its interpretation.
- 34.4 Any reference to the masculine gender includes the feminine and neuter gender and vice versa.
- 34.5 Any reference to a Clause is to one of these Clauses.
- 34.6 References to persons can include companies, associations, partnerships, individuals, trusts and all other legal entities or groups of legal entities.
- 34.7 References to "including", "includes" and "in particular" are illustrative only and none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression "without limitation".
- 34.8 Where Client is more than one person, their liability under this Agreement and all Statements of Work shall be joint and several.
- 34.9 Any reference to the singular includes the plural and vice versa.
- 34.10 In the Agreement the following words and expressions will have the following meanings unless the context otherwise requires:

"Acceptance Tests"	the tests to be carried out by Client and/or CSI on the Product and Services to ensure that they operate substantially in accordance with Client's requirements, as set out in the relevant Order or Project Plan;
"Acceptance Date"	the date of acceptance by Client, or deemed acceptance, that the Managed Services comply with the Managed Services Requirements;
"Affiliate"	any subsidiary undertaking of the ultimate parent of the Party;
"Applicable Law"	<ul style="list-style-type: none"> (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Managed Services and/or the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the Parties from time to time; (c) any binding court order, judgment or decree; (d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that Party's assets, resources or business;
"Assets"	any Equipment inclusive of but not limited to hardware and software and Intellectual Property Rights used by CSI exclusively for the delivery of the Managed Services to Client;
"Background Intellectual Property"	all existing and future Intellectual Property Rights that are either vested in or have been or will be created for or on behalf of CSI at any time that are used or

incorporated within a Service including those in CSI's Input Material or derived from CSI's Input Material, save for Intellectual Property Rights:

- (i) in Client's Input Materials;
- (ii) created and developed by CSI solely from Client's Input Materials during the course of and within the scope of the provision a Service that were not in existence prior to the commencement of the provision of that Service;
- (iii) created and developed by CSI for the sole specific use of Client (as specified in the relevant Order) on an exclusive basis during the course of and within the scope of the provision of a Service that were not in existence prior to the commencement of the provision of that Service;

"Change Notice"	the notice to be given in accordance with Clause 24, specifying the Proposed Change, CSI's Charges (if any) for the Proposed Change, what the effect of the proposed change will be so far as Client is concerned, and any other matters deemed appropriate by CSI and Client;
"Charges"	all fees and charges payable to CSI under an Order;
"Commencement Date"	the date the last of the Parties signs this Agreement;
"Clauses"	the clauses of the Agreement or any of them;
"Confidential Information"	all information (whether written or oral), Documents, Input Material and Intellectual Property Rights supplied or disclosed by either Party to the other both during the discussions leading up to this Agreement and during the continuance of this Agreement in accordance with the terms of this Agreement or any other agreement between CSI and Client;
"CSI's Contacts"	those persons set out, together with the email contact addresses and telephone contact numbers, in an Order;
"Client Data"	any information that is provided by Client to CSI as part of the Client's use of the Managed Services, Products, or Services including any information derived from such information;
"Client's Environment"	the environment including but not limited to Client hardware, firmware and software, operating system, software facilities, other software of whatever sort, processing speed, clock speed, network type speed and capacity, peripherals, peripheral drivers, monitors, disk drives, tape drives, internet access facilities, communications software and printers at the relevant Client Site(s) to enable CSI to supply the Managed Services, Products, and Services to Client in connection with an Order or, where not so specified, as advised by CSI;

“Client Site(s)”	the relevant premises of Client or the premises of a Client of Client, at which the Managed Services, Products, and Services under an Order are to be supplied and/or delivered to Client;
“Data Controller”	has the meaning given to that term (or to the term ‘controller’) in Data Protection Legislation;
“Data Processor”	has the meaning given to that term (or to the term ‘processor’) in Data Protection Legislation;
“Data Protection Legislation”	<p>means any Applicable Law in the UK relating to the processing, privacy, and use of Personal Data, as applicable to the Client, CSI and/or the Services, including:</p> <p>(a) in the United Kingdom:</p> <ul style="list-style-type: none"> (i) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing or replacing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive); and/or (ii) the General Data Protection Regulation (EU) 2016/679 (GDPR), and/or any corresponding or equivalent national laws or regulations; and <p>any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority;</p>
“Data Subject”	has the meaning given to that term in Data Protection Legislation;
“Delivery Dates”	the dates and stages for the supply of the Products or Services as set out in the relevant Order or the provision of the Managed Services, Products, and Services and as varied by agreement between the Parties from time to time and documented in a Project Plan or in accordance with the relevant Order and this Agreement;
“Documentation”	in addition to any document in writing, any map, plans, computer source or object code, graph, drawing or photograph, any film, moving image, negative, tape, disk, CD ROM or other tape or other device embodying any other data.
“Event of Default”	shall have the meaning set out in Clause 16.2;
“Event of Force Majeure”	causes beyond the reasonable control of either of the Parties including but not limited to fires, insurrection or riots, terrorism, embargoes, inability to obtain supplies, requirements or regulations of any civil or military authority; and any default by a third party supplier or contractor of either Party that is itself

	subject to an analogous event that is beyond the reasonable control of such third party supplier;
“Equipment”	the equipment, cabling and systems provided by CSI identified in an Order, which is to be installed at or delivered to a Client’s premises or the premises of a Client of Client or as otherwise specified in the relevant Order.
“Exit Plan”	The plan for the transition of the Managed Services in the event of the expiry or termination of this agreement for any reason, which is to be developed by the parties pursuant to clause 14.2
“Expert”	such independent expert as is: (a) agreed between the Parties; or (b) in the absence of agreement set out in (a) above within ten Working Days, appointed by the National Computing Centre (or some other British nationally recognised independent centre for expertise in the application of computer technology agreed by the Parties);
“Inappropriate Content”	has the meaning set out in Clause 5.6.3;
“Incoterms DAP”	means Delivered at Place as defined in the English language version of the International Chamber of Commerce Incoterms 2010. CSI deems Products are delivered when they are placed at the disposal of Client on the arriving means of transport ready for unloading at the named place of destination. Risks transfer at this point from CSI to Client;
“Initial Term”	means for the provision of Products and/or Services the term set out in the Order which shall commence from the Commencement Date and for the provision of Managed Services the term of three (3) years from the Acceptance Date, unless the Order contains a different term;
“Input Material”	the Documentation, data and any other materials and information provided by one Party to the other for the purpose of performing its obligations under the Agreement;
“Intellectual Property Rights”	any and all copyrights, moral rights, related rights, patents, trade marks, trade names, service marks, design rights, database rights, domain name rights, rights in undisclosed or confidential information (such as known-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) as existing now or in the future and applications for any such rights as may exist anywhere in the world;
“Live Date”	the actual date the Managed Services, Products, or Services passes or is deemed to have passed all Acceptance Tests (whichever is the earlier);

“Managed Services”	the managed services described in any one or more Statements of Work to be performed by CSI in accordance with the relevant main Terms of this Agreement;
“Managed Services Requirements”	CSI’s obligation to perform the Managed Services as set out in the relevant Order(s) in accordance with the specifications and/or service levels appended to such Order(s);
“New Service Provider”	the supplier of any services which are identical or substantially similar to the Managed Services and which Client receives in substitution for the Managed Services following the termination or expiry of this Agreement, whether those services are provided by Client internally or by any third party supplier;
“Order”	records the specific terms upon which CSI will provide Managed Services, Products, and/ or Services to Client and in respect of Products, has the meaning set out in Clause 3.1.2.2 and, in respect of Services and/or Managed Services, has the meaning set out in Clause 3.1.2.3;
“Party”	a party to this Agreement (and “Parties” shall be construed accordingly);
“Personnel”	a Party’s officers, employees, contractors, representatives
“Personal Data”	has the meaning given to that term in the Data Protection Legislation;
“Personal Data Breach”	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data;
“Processing”	has the meanings given to that term in the Data Protection Legislation (and related terms such as process have corresponding meanings);
“Product”	an item provided by CSI, which may include Equipment or Software, identified in an Order;
“Project Plan”	a mutually agreed and documented plan for installation of the Managed Services, Products, or Services and their acceptance testing model, as set out in the Order;
“Proposed Change”	has the meaning set out in Clause 24;
“RMA”	Returns Material Authorisation process and documentation, which is required from CSI to authorise return of goods by Client to CSI. Such processes and documentation will be provided as part of an Order or on request;
“Security Policy”	the security policy of CSI set out in Appendix 1 of this Agreement;

"Senior Representative(s)"	the individuals nominated to act as such by Client and CSI
"Services"	any services (not including Managed Services) supplied by CSI to Client as detailed in and under the terms of an Order;
"Set-up Service"	the due diligence, configuration and related work to be performed by CSI to set up Managed Services;
"Software"	the software or software licenses owned and provided by CSI and which are identified as such in an Order;
"Supervisory Authority"	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation.
"Third Party Software"	means the software owned by a third party which is licensed to CSI and sub-licensed to Client and listed in the Order together with any modifications, enhancements or additions thereto or replacements thereof during the term of this Agreement;
"Trigger Event"	<p>means either of the following events occurring:</p> <ul style="list-style-type: none"> a. the imposition of, or a change to, a duty, tax, tariff, or levy imposed on any goods, components and/or services incorporated or used in conjunction with the Managed Services, Products and or Services; b. an increase in the charges and or costs of a third party service provider or subcontractor appointed by CSI to perform any part of the Services; and <p>which event has an impact to the costs incurred by CSI in the performance of the Services of 10% or more;</p>
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"VAT"	value added tax as defined by and payable in accordance with the Value Added Taxes Act 1994;
"Working Day"	any day on which the clearing banks in the City of London are open for business;
"Working Hours"	9.00am to 5.00pm on Working Days.