

Statement of Work to
Department for Work and Pensions
for
Exstream Consulting
from
Open Text UK Limited

SOW ID: 001 – DWP Project_20992

6th March 2018

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Engagement Manager

Confidentiality Notice

This Statement of Work is proprietary to OpenText and contains OpenText Confidential Information. It may not be disclosed in whole or in part without the express written authorization of OpenText. No portion of this Statement of Work may be duplicated or used for any purposes other than to receive Services from OpenText described herein.

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DOCUMENT REVISIONS

Version	Date	Changes	Author
1.00	14/Dec/2017	Initial version.	[REDACTED]
4.00	20/Feb/2018	Revised with DWP and OT comments	[REDACTED]
4.10	21/Feb/2018	Updated dates as per DWP request	[REDACTED]
4.20	6 th March	Updated start date	[REDACTED]

1 Contact Information

1.1 Customer Contact

Customer Contact Information	
Name:	[REDACTED]
Title:	[REDACTED]
Email Address:	[REDACTED]
Phone Number:	[REDACTED]

1.2 OpenText Contacts

OpenText Contact Information	
Name:	[REDACTED]
Title:	[REDACTED]
Email Address:	[REDACTED]
Phone Number:	[REDACTED]

Statement of Work

This Statement of Work ("**SOW**") is entered into as of the date of later signature hereto ("**Effective Date**") by and between the OpenText entity named below in the signature block ("**OpenText**") and The Department for Work and Pensions ("**Customer**") and identifies the professional services ("**Services**") OpenText will perform for Customer. This SOW is governed by the OpenText Professional Services Agreement attached hereto as Attachment A ("**Agreement**"). Capitalized terms used herein shall have the meaning set forth in the Agreement, unless otherwise defined in this SOW. In the event of a conflict between the provisions of this SOW and the Agreement, the Agreement will take precedence to the extent of such conflict.

2 Services Overview

This project is intended to provide Services as they relate to Customer's PIP project. The objective of this two month project is to review the current Exstream implementation and make recommendations for upgrading to the current release.

OpenText may use OpenText tools, templates, and other pre-existing intellectual property of OpenText during the course of providing Services ("**OpenText Pre-existing IP**"). OpenText Pre-existing IP is separate from (i) any Services to be provided herein; and (ii) OpenText products.

OpenText retains all intellectual property ownership rights in such OpenText Pre-existing IP. All OpenText Pre-existing IP is OpenText Confidential Information.

3 Project Scope

3.1 Services

OpenText's Services are provided on a time and expense basis to provide the Customer with a flexible means of obtaining experienced consultants from OpenText. OpenText consultant(s) will perform the Services based on the list of activities described in this SOW, which may be amended from time to time by mutual agreement of the parties. This Service provides the Customer and the supplier with the opportunity to discuss the delivery of the service to ensure the efforts of the OpenText consultant are used in the most effective manner to accomplish Customer's business objectives.

To provide Services in support of Customer's project, OpenText will:

- Work on and off site as required
- Lead and participate in workshops, meetings and technical review of the current Exstream platform, to scope a follow on piece of work to upgrade the platform to the current release.

As an output from the initial 10 days from open text will provide an analysis of the current configuration of the NGS solution – details of the new Open Text software suites and a proposed migration strategy for current mode of operations (CMO) to future mode of operations (FMO).

In order to carry out this activity Open Text will work with benefits, pensions, technology. Digital services (BPTDS) to view the current configuration of the NGS solution in a development/test environment. OpenText will not connect to DWP network in any way, will not have smart card access, will not have access to live data and will not be amending the architecture of the system in any way.

3.2 Acceptance

Both parties agree and acknowledge that this SOW includes the provision of deliverables, and acceptance of Services occurs upon OpenText's performance of the Services.

Acceptance, Service performance and any associated remedies set forth in this SOW apply to the Services provided herein only and not to any OpenText hardware or software products, even if said products can be used in connection with the Services.

4 Project Responsibilities

This section describes general Customer and OpenText responsibilities relative to this SOW. OpenText's ability to fulfil its responsibilities relative to this SOW is dependent upon Customer fulfilling the Customer Responsibilities described below and elsewhere herein.

4.1 Customer Responsibilities

- Assign the appropriate personnel with the requisite skills and expertise to work with OpenText throughout the project.
- Participate in scheduled project status/progress meetings.
- Provide OpenText timely credentials and access to building facilities as required..
- If OpenText's performance under this SOW depends upon 3rd Party services, Customer is responsible for obtaining all such third-party services, which are a prerequisite or dependency to OpenText's performance under this SOW. Customer is also responsible for any such third-party product and/or service charges and fees. Provide accurate, complete and timely information, business and technical data or documentation as requested by OpenText to perform the Services.
- Provide a suitable work area commensurate with the number of onsite OpenText personnel. The work area will include desks, chairs, telephones and internet/OpenText network access through a VPN.

4.2 OpenText Responsibilities

- Provide onsite or off-site consultant(s) with the requisite skills necessary to assist Customer on a time and expense basis for the Customer's project.
- Provide a single point of contact to Customer during provision of Services described in this SOW for coordination and scheduling of project tasks, documentation and any changes to scope requiring a Change Order.
- Perform the Services set forth herein.

5 Limitations, Exclusions and Assumptions

- Services described in this SOW will be performed at Customer's facilities as specified in Section 10 below and/or at OpenText consultant local office locations.
- OpenText and Customer acknowledge that successful completion of this project will require full and mutual good faith cooperation. Where agreement, approval, consent or similar action by either party is required by any provision of this SOW, such action will not be unreasonably delayed or withheld. Customer agrees that to the extent its failure to meet its responsibilities results in a failure or delay by OpenText in performing its obligations under this SOW, OpenText will not be liable for such failure or delay.
- While OpenText will make recommendations during the provision of Services described in this SOW, Customer shall be responsible for final determination whether or how to implement these recommendations.
- OpenText uses a forty (40) hour billable work week as its standard. Travel time is non-billable.
- The on-site/off-site schedule of the OpenText team will be mutually agreed upon prior to the commencement of the Services. OpenText and Customer agree to plan an on-site/off-site schedule that leverages off-site Services as much as possible.
- OpenText may choose to utilize qualified subcontractors or employees of its affiliates. Customer agrees to conduct any subcontractor Project-related communications through the OpenText Project Manager.

- Requests for Services to be performed outside of normal business hours must be approved by OpenText. Extra charges or fees may apply.
- The Services described in this SOW do **not** include delivery of Services provided by OpenText support services, including fixing of software bugs. Customer is responsible for maintaining a valid support services contract with OpenText and contacting OpenText customer support for support-related issues.
- Any Services not documented in Section 3 is considered outside the scope of this SOW.
- This SOW does not contemplate the sale of products or support services, which shall require the necessary terms and conditions for such purchase pursuant to a separate agreement between the parties.

6 Change Process

6.1 Any changes to the SOW must be mutually agreed upon by both OpenText and Customer in writing through a Change Order.

6.2 Definition

"Change Order" means an agreed upon change or modification to the Services or other material aspect of the SOW. Requests by Customer and recommendations by OpenText for Change Orders are subject to the procedures set forth below and shall be prepared by OpenText utilizing the OpenText Change Order Form.

6.3 Procedure

Either party may request a change to the Services described in this SOW. All changes must be requested in writing and prepared by OpenText and will be signed by the appointed representative for each party. OpenText may charge a reasonable fee for investigating, preparing or initiating a Change Order at Customer's request, providing this does not breach the overall T&M value of the agreed contract value.

Change Order requests will be processed as soon as is commercially reasonable. The change will be evaluated and any project impact will be identified. The cost, scope, and schedule impact, if any, of the change will be analysed and documented by OpenText utilizing the OpenText Change Order Form. The change impact will then be processed for Customer authorization or closure.

All Change Orders must be mutually agreed by the parties. Pending such agreement, OpenText will continue to perform and be paid as if such Change Order had not been requested or recommended, provided that if either party proposes a Change Order which, in OpenText's judgment, represents a material change in the Services and such Change Order remains outstanding for thirty (30) days or is rejected by Customer, OpenText will have the right to terminate this SOW.

7 Escalation Process

Timely resolution of issues is critical to maintaining project control and Customer satisfaction. The purpose of the escalation process is to ensure issues are identified and resolved quickly. The escalation process provides a mechanism to alert project managers or OpenText lead consultant and other management personnel of issues not being resolved. Either OpenText or Customer may escalate a project issue as follows:

- Raise the issue initially to the OpenText and Customer project managers or OpenText lead consultant.
- If not resolved at this level, an issue report will be generated and the issue will be escalated to the Customer project sponsor and OpenText delivery manager.

- If the issue cannot be resolved within a reasonable time or falls outside the authority of the Customer project sponsor or OpenText delivery manager, it will be escalated to higher levels of management within OpenText and Customer.

8 Delivery Schedule

OpenText may require a three to four week lead time after acceptance of a Customer purchase order in order to staff the engagement, unless otherwise agreed.

Services are anticipated to begin on 20th March 2018 and continue until 30th April 2018.

The dates may be modified by the parties from time to time and should not be construed as a firm contractual commitment, unless otherwise specifically agreed to herein by the parties for payment or other purposes.

9 Fees and Invoicing

9.1 The rates for the Services described herein are set forth below and apply only to this time and expense SOW:

Resource	Estimated Number of Hours	Rate per Hour	Estimated Total
P-EK-EXSTR-HOURLY-LVL3 (Architect)	40	[REDACTED]	[REDACTED]
P-EK-EXSTR-HOURLY-LVL3 (Consultant)	40	[REDACTED]	[REDACTED]
P-EK-EXSTR-HOURLY-LVL3 (Project Manager)	16	[REDACTED]	[REDACTED]
TOTAL ESTIMATED SERVICES, exclusive of expenses			[REDACTED]
Estimated Expenses			[REDACTED]
TOTAL ESTIMATED SERVICES AND ESTIMATED EXPENSES ("Spending Authority")			£ 16,324.00

Should Customer's procurement process require the use of a purchase order, Customer agrees to issue its purchase order in the amount of the above estimated Spending Authority (Services and expenses) to enable OpenText to begin work. OpenText shall not be responsible for any delay in providing the services resulting from Customer's requirement to issue and process a purchase order. The Parties acknowledge that any term and conditions contained in Customer's purchase order are void and shall not apply. OpenText's acceptance and processing of Customer's purchase order shall not be deemed express or tacit acceptance of such terms and conditions.

These estimates are for Customer's budget purposes and are not a guarantee that OpenText can complete all Services within the price currently estimated. Only actual utilization will be invoiced; unused time will not be invoiced.

If OpenText estimates that more time or resources are needed to complete the project, the parties will negotiate a mutually acceptable Change Order or OpenText will stop work when the Spending Authority is exhausted. OpenText will not provide Services or invoice Customer beyond Customer Spending Authority unless OpenText receives additional authorization from the Customer.

OpenText will track and invoice Customer for actual and reasonable Expenses for local travel and stay shall be paid in accordance with the DWP Travel, Accommodation and Expense Policy set out in the attached document below, DWP Policy on Expenses for Business Travel – Contractors, and shall in no event exceed £2,500 (excluding VAT).

Travel expenses will be invoiced separately to Consulting as an Open Text Policy.



DWP Policy on Expenses for Business

Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on OpenText or on the Customer by any taxing authority (other than taxes imposed on OpenText's income) related to Customer's order, unless Customer has provided OpenText with an appropriate resale or exemption certificate before the associated Services are performed and charges made.

If not executed, OpenText reserves the right to expire this SOW thirty (30) calendar days from the issue date of this SOW.

10 Invoice Schedule and Addresses

OpenText will provide the customer with appropriate management information for validation monthly in arrears for the actual hours of Services provided and expenses incurred. Open Text will provide summary level expense reporting without receipts.

All MI must include sufficient information to allow validation by the Customer, but as a minimum:

- the Charges for the relevant Service for the agreed period being invoiced.
- Customer contract reference number
- Customer issued Purchase Order Number

On receipt of approval from the Customer Open Text will submit invoices to the address given below.

Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of OpenText's invoice date. OpenText may change credit or payment terms for unfulfilled orders if, in OpenText's reasonable opinion, Customer's financial condition, previous payment record, or relationship with OpenText merits such change.

If Customer requests that specific OpenText personnel perform Services outside the city, state, province, or country in which such personnel are based, Customer shall reimburse OpenText for increased taxes and related out of pocket costs incurred by OpenText and/or its personnel as a result of providing such Services.

10.1 Addresses

ORDERING INFORMATION		
Delivery Site:	Invoice To:	Sold To:
Department For Work and Pensions Peel Park Control Centre Blackpool Industrial Estate Blackpool FY4 5ES	Department for Work and Pensions PO Box 406 SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ Email: APinvoices-DWP-U@sscl.gse.gov.uk	Same as Invoice To Address

10.2 Cancellation and Rescheduling

Customer may cancel or reschedule Services without charge if written notice of the cancellation or rescheduling is received by OpenText at least ten (10) business days prior to such cancellation or

rescheduling taking effect; otherwise, Customer shall pay OpenText an amount equal to forty (40) hours of the cancelled or rescheduled engagement's Services rate for each scheduled OpenText resource.

Notwithstanding the foregoing sentence, in the event that Customer changes or reschedules Services after travel arrangements are made, Customer shall promptly reimburse OpenText for all non-cancelable expenses, including airfare.

11 Termination

OpenText or Customer may terminate this SOW only as provided in the Agreement.

12 Additional Terms

12.1 Hiring of Employees. Customer agrees not to solicit, or make offers of employment to, or enter into consultant relationships with, any OpenText employee involved, directly or indirectly, in the performance of Services hereunder for one (1) year after the date such employee ceases to perform Services under this SOW. Customer shall not be prevented from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such OpenText employees.

Authorization

For your order to be accepted, please select your payment commitment method by choosing one of the options below:

- I am providing a fully funded purchase order to cover the Spending Authority in this SOW.
- I do not require the issuance of a purchase order (whether in hard copy or through an electronic system such as Ariba as a condition for payment. If Customer believes this order is not taxable, Customer agrees to submit to OpenText for filing a proper exemption certificate prior to placing such non-taxable order.

Delivery of the Services is subject to satisfactory proof of Customer's ability to pay.
Effective Date: Date of Issue

Open Text UK Limited



Authorized Signature

Nick Atkins

Printed Name

Senior Director Professional
Services EMEA North

Title

07/03/18

Date

The Department for Work and Pensions



Authorized Signature

Ed Foster

Printed Name

Category manager

Title

14/03/2018

Date

ATTACHMENTS:

Attachment A: OpenText CUSTOMER TERMS – OpenText Professional Services Agreement;

Attachment A

OPENTEXT

OPENTEXT PROFESSIONAL SERVICES AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY - BY ACCEPTING A QUOTATION OR STATEMENT OF WORK FOR PROFESSIONAL SERVICES FROM OPENTEXT CORPORATION OR ONE OF ITS AFFILIATES ("OT") THAT REFERENCES THIS PROFESSIONAL SERVICES AGREEMENT, OR BY RECEIVING THE SERVICES REFERRED TO IN SUCH QUOTATION OR STATEMENT OF WORK, YOU AGREE TO BE LEGALLY BOUND BY ALL THE PROVISIONS OF THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT").

Whereas, OT provides consulting, installation, implementation, configuration and other services and Customer wishes to obtain such services;

Now Therefore, in consideration of the mutual promises contained herein and of other good and valuable consideration, OT and Customer agree as follows:

1.1 Scope of Services

- 1.2 Professional Services. The terms and conditions of this Agreement shall govern the professional services provided by OT to Customer (the "Services") as described in a statement of work or quotation acceptable to OT that references this Agreement (the "SOW").
- 1.3 Order of Precedence. In the event of any conflict or inconsistency between the Agreement and a SOW, the terms of the Agreement shall prevail.
- 1.4 Change Orders. SOWs may be amended or modified by written supplementary change orders signed by both parties, and thereafter the Services set out in such SOW shall be deemed to include the Services described in such supplementary change order.
- 1.5 Provision of Services. The manner and means used by OT to perform the Services are in the sole discretion and control of OT. OT may make use of subcontractors to perform any of its obligations under this Agreement, provided that the use of any such subcontractors shall not limit or restrict OT's obligations towards Customer.
- 1.6 Customer Policies. In advance of the relevant engagement, Customer will provide OT with copies of any applicable Customer security or other policies. OT will not perform Services unless OT agrees to comply with such policies. OT will not be liable for any delays or non-performance to the extent caused by time needed to review any such policies or inability to comply with the policies.
- 1.7 Schedules and Delivery Dates. OT shall use commercially reasonable efforts to meet the schedules and delivery dates set forth in the applicable SOW but does not guarantee to do so.
- 1.8 Licensing of OT Software. Under this Agreement, OT is not providing or licensing to Customer any OT software programs or products, except for the deliverables specified in a SOW. Customer may acquire licenses for other OT software products only under the terms of a separate software license agreement between the parties.
- 1.9 Customer Cooperation. Customer and OT agree to cooperate in good faith to achieve completion of the Services in a timely and professional manner. Customer acknowledges that failure to adhere to schedules or complete tasks within Customer's control, or failure to provide timely access to facilities, equipment, technology or complete and accurate information may

delay completion of the Services and OT shall not be liable for any such delays or inability to complete the Services to the extent caused by Customer's non-compliance with this section.

- 1.10 **Affiliate SOWs.** For the purposes of this Agreement, "Affiliate(s)" means any entity controlled by, controlling, or under common control with a party to this Agreement. Control shall exist through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the outstanding shares or other securities entitled to vote generally in elections of directors or similar officials. If an entity ceases to meet these criteria, it shall cease to be an Affiliate under this Agreement. The parties agree that an Affiliate of either party may negotiate and sign a SOW which references this Agreement and is governed by this Agreement. Customer's Affiliates shall be considered the Customer for the purposes of such SOW. In the event that a Customer Affiliate breaches the provisions of such a SOW or breaches the provisions of this Agreement, the Customer shall be liable to OT as if such breach were committed directly by the Customer.

2.1 Intellectual Property Rights and Ownership

- 2.2 **Intellectual Property Rights.** Each party will retain all ownership rights to its previously existing intellectual property (including but not limited to trademarks, copyrights, patent rights, trade secrets, confidential or proprietary information, techniques, methods, software, technology, plans, designs, and business processes). OT will retain all ownership rights to any work product created in connection with this Agreement, including software, documentation, training or educational materials, inventions, innovations and developments ("Work Product"), except any elements of such Work Product that are directly derived from Customer's previously existing intellectual property.
- 2.3 **License granted to Customer.** With respect to the Work Product or other OT-owned intellectual property provided under a SOW, OT grants Customer a non-exclusive, non-transferable and non assignable license for the sole purpose of allowing Customer to make use of the Services for its own internal business purposes in the manner contemplated in the applicable SOW. Such license is subject to Customer's payment of all fees and expenses under the related SOW.

3.1 Limited Warranty

- 3.2 **Limited Warranty.** OT warrants that the Services provided hereunder will be performed using reasonable skill and care consistent with generally accepted computer software industry practices ("Services Warranty").
- 3.3 **Disclaimer.** Other than the express Services Warranty set out above, OT disclaims all other express, implied or statutory warranties, including but not limited to warranties related to title, compatibility with software/hardware, non-existence of errors, non-existence of viruses, merchantability or fitness for a particular purpose.
- 3.4 **Warranty Claims.** In order to receive warranty remedies under the Services Warranty, warranty claims must be reported by Customer to OT in writing within thirty (30) days of the delivery of the related Services. Any modification of the Services not authorized by OpenText shall cause immediate termination of the Services Warranty with respect to the modified Services.
- 3.5 **Warranty Remedy.** Customer's sole and exclusive remedy with respect to the Services Warranty will be that OT shall correct the breach of the Services Warranty within a commercially reasonable period of time. At OT's discretion, OT may elect to issue a refund of the fees allocable to the portion of the Services which do not satisfy the Services Warranty.

4.1 Services Fees and Expenses

- 4.2 **Services Fees, Expenses and Applicable Taxes.** For the Services provided by OT, Customer agrees to pay OT:
- (a) the Services fees set forth in the applicable SOW ("Services Fees"),

- (b) the travel, accommodation, lodging and out-of-pocket expenses reasonably incurred by OT in the course of providing the Services ("Expenses"), and (c) any applicable sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of the provision of services under this Agreement, except taxes imposed on OT's income ("Applicable Taxes").
- 4.3 Time & Expense Model. Unless otherwise set forth in the applicable SOW, the Services Fees shall be calculated using a Time & Expense model. For the purposes of this Agreement, "Time & Expense" means that Services Fees shall be calculated, invoiced and paid based on the following concepts:
- a) Services Fees shall be calculated by multiplying the number of hours/days worked by OT in respect of the Services by the applicable hourly/daily rate set forth in the applicable SOW,
 - b) milestones and acceptance criteria set out in the applicable SOW shall only be used for project management purposes, and shall not affect OT's ability to invoice the Customer for applicable Services Fees and Expenses,
 - c) Customer is obligated to pay for completed Services as invoiced, regardless of whether all Services in the SOW have been completed, and
 - d) any reference to "total estimated services fees and expenses", "total fee", "maximum fee", "fee quote" or "quoted fee" (or other similar phrases) shall be deemed to be a good faith estimate of the aggregate Services Fees which is provided for planning and budgeting purposes only, and shall not be deemed to be a binding guarantee that all of the Services will be provided for an aggregate Services Fee equal to or less than such estimate.
- 4.4 Invoicing and Payment. Unless otherwise set forth in the applicable SOW, OT shall be permitted to invoice Customer in arrears on a monthly basis for Services Fees, Expenses incurred, and Applicable Taxes. All invoices issued under this Agreement shall be payable thirty (30) days from the date of invoice. Overdue amounts shall accrue interest at the lesser of two percent (2.0%) per month or the maximum amount permitted by law. OT may, at its option, suspend any ongoing work until any overdue account is brought current.
- 4.5 Purchase Orders. If Customer's procedures require invoices be submitted against a purchase order, Customer will be responsible for issuing such purchase order prior to the commencement of the provision of the Services. The parties agree that any purchase order terms and conditions which purport to amend or modify terms of this Agreement, or which conflict with this Agreement, shall have no force and effect.
- 5.1 Term and Termination**
- 5.2 Term. This Agreement shall commence on the date when Customer accepts its terms and shall continue until terminated in accordance with the terms herein.
- 5.3 Termination for Convenience. Either party may terminate this Agreement or any individual SOW for convenience by providing written notice to the other party indicating their intention to terminate. This Agreement or the individual SOW (as the case may be) will automatically terminate thirty (30) days following the delivery of such notice.
- 5.4 Termination for Default. Either party may terminate this Agreement for default if the other party commits a material breach of the Agreement, provided (i) the non-breaching party provides the breaching party with written notice of breach and a thirty (30) day period to cure the breach ("Cure Period"), and (ii) the breaching party fails to cure each breach by the end of the Cure Period. Any termination of this Agreement shall be without prejudice to each right or remedy which the non-breaching party may possess against the breaching party under this Agreement, at law, in equity, or otherwise.
- 5.5 Effect of Termination. Upon the termination of this Agreement, any SOW that is not expressly terminated at the same time in accordance with the terms herein shall continue to be governed by this Agreement as if this Agreement had not been terminated. In addition, upon termination of a SOW, OT may immediately invoice Customer for all applicable Services Fees, Expenses

incurred and Applicable Taxes related to the Services provided by OT up to the date of termination, and Customer shall pay such invoice in accordance with the terms of this Agreement.

- 5.6 **Surviving Sections.** The obligations of any party that have been incurred prior to the effective date of termination (including, without limitation, the obligations of Customer regarding payment of Services Fees and Expenses), and other provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto.

6.1 Confidentiality

- 6.2 **Confidentiality.** By virtue of this Agreement, each party (a "Disclosing Party") may disclose to the other party (a "Receiving Party") information that is confidential and otherwise proprietary ("Confidential Information"). Subject to the exceptions listed below, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential or confirmed as confidential in writing within thirty (30) days of disclosure, as well as deliverables, Work Product and any information that, due to the circumstances under which it is disclosed, a reasonable person would infer as confidential. Confidential Information does not include any information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; or (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party by employees or agents without access to the Disclosing Party's Confidential Information. Each party agrees, for the term of this Agreement and for five (5) years after its termination, to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties (other than professional advisers who are bound by appropriate obligations of confidentiality) unless authorized to do so by the Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take reasonable steps to protect the other party's Confidential Information to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent Confidential Information is required to be disclosed by the Receiving Party as a matter of law or by order of a court or by a regulatory body, provided that the Receiving Party promptly notifies the Disclosing Party so that it may seek an appropriate protective order or waive compliance with this section.

7.1 Limitation of Liability

- 7.2 **DISCLAIMER OF DAMAGES / LOSSES.** IN NO EVENT SHALL OT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN NEGLIGENCE) FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOSS OF PROFITS, LOSS OF REVENUE, INTERRUPTION OF BUSINESS, LOST OR DAMAGED DATA, OR COSTS OF REPROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF OT HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING.
- 7.3 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL OT'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOW EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE APPLICABLE (OR MOST CLOSELY RELATED) SOW, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
- 7.4 **EXCLUSIONS FROM LIMITATIONS.** NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED

BY NEGLIGENCE; (B) FRAUD OR DECEIT; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

8.1 Right to Perform Services for Others

- 8.2 Right to Perform Services for Others. Subject to OT's compliance with the confidentiality provisions stated herein, nothing in this Agreement shall restrict or limit OT from providing services which may be similar to the Services to any other entity in any industry.

9.1 Miscellaneous Provisions

- 9.2 Non-Solicitation. Customer agrees that at any point during the term of the related SOW and for twelve (12) months thereafter, it will not, either directly or indirectly (for example, through a third party recruiter), solicit for employment or similar relationship, any employee or contractor of OT who has performed Services for Customer. The foregoing shall not apply in the event such individuals respond without Customer's encouragement to Customer's general recruitment activities including employment advertisements, job postings, or similar, provided they do not specifically target such individuals.
- 9.3 Independent Contractors. OT and Customer are independent contractors. Neither OT nor Customer shall have any authority to bind the other in any manner.
- 9.4 Waiver, Amendment, Assignment. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision of this Agreement is binding on either party unless set out in a mutually signed written waiver. This Agreement shall only be amended by a written document signed by OT and Customer stating such document is an amendment or an addendum hereto. This Agreement may be assigned by OT to an Affiliate of OT or to a successor-in-interest/title of OT without consent. This Agreement shall not be assigned by Customer, in whole or in part, and whether by operation of law, change of control or in any other manner, without OT's prior written consent.
- 9.5 Vienna Convention. All provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby rejected by the parties and excluded from this Agreement in their entirety.
- 9.6 Governing Law. This Agreement shall be governed by the laws of England and Wales, excluding its conflicts or choice of law rules. Except for injunctive relief required by either party to protect its intellectual property (which may be sought in any relevant jurisdiction), all related litigation shall occur in the courts located in such jurisdiction. If Customer or OT commence any litigation or proceeding against the other related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs.
- 9.7 Force Majeure. Except for (i) payment obligations or (ii) any obligations relating to the protection of or restrictions applicable to the other party's Confidential Information or intellectual property, neither party shall be liable to the other or in breach of this Agreement due to any failure or delay in performance of its obligations to the extent the failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storm, adverse weather conditions, strikes, labour disputes or disruptions, epidemics, wars, national emergencies, riots, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, lockout, work stoppages or other labour difficulties, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause that is beyond the reasonable control of that party.
- 9.8 Severability. Should any provision of this Agreement be deemed contrary to applicable law or unenforceable by any court of competent jurisdiction, the provision shall be considered severed from this Agreement but all remaining provisions shall continue in full force.
- 9.9 Export Laws. Services may be subject to export control laws, including the U.S. Export Administration Act and its associated regulations. Customer agrees to comply strictly with all

such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Services.

- 9.10 **Press Release.** Customer agrees OT may use and disclose Customer's name and the nature of this Agreement and associated SOWs in OT public press releases and marketing materials.
- 9.11 **Entire Agreement.** This Agreement, together with each written schedule, SOW, amendment or written addendum to this Agreement signed by OT and Customer, sets forth the entire agreement between OT and Customer with respect to the subject matter hereof, and supersedes all prior related oral and written agreements and understandings between the parties.
- 9.12 **Third Party Rights.** No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person or entity who is not a party to this Agreement; provided that either party's Affiliate which enters into a SOW shall be deemed a party to the Agreement for the purposes of that SOW.
- 9.13 **Legal Review and Interpretation.** It is acknowledged that this Agreement was initially prepared by OT. Both parties, however, have had an opportunity for legal review of all terms. The parties therefore agree that, in interpreting any issues which may arise, any rules of construction related to who prepared the Agreement shall be inapplicable, each party having contributed or having had the opportunity to clarify any issue. In addition, the headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.
- 9.14 **Notices.** Any notice under this Agreement must be given by a party in writing and is deemed effective when sent via FedEx or other commercial courier to the other party's address specified at the beginning of this Agreement or on the most recent SOW, addressed to General Counsel or Chief Legal Officer. Notices with respect to Services should be sent to the contact persons listed in the relevant SOW.
- 9.15 **Calculation of Dates.** For the purposes of this Agreement, a day shall mean a calendar day.