



Support Services Order Form

This Support Services Order Form incorporates the Support Services description at Schedule 1 and the General Terms and Conditions at Schedule 2.

1.	Supplier:	DH OpCo UK Ltd , a Dedalus Group company, registered in England (No 12888223) with its registered office at Suite 2, Riverside Studio, 2 Embankment, Sovereign Street, Leeds, England, LS1 4BA (“ We ”, “ Our ” or “ Us ”).
2.	Customer:	Manchester University NHS Foundation Trust , with principal place of business at Cobbett House, Manchester University NHS Foundation Trust, Oxford Road, Manchester M13 9WL (“ You ” or “ Your ”).
3.	Your Technical Representatives:	Your employees or agents can log support calls with Our Service Desk provided they are registered named users.
4.	Our Service Desk Contact Details:	Telephone (United Kingdom): 08456 021 412 or 08447 360 087. Telephone (Ireland): 1800938591.
5.	Support Services Term:	From: 01 April 2024 (“ Effective Date ”). Until: 31 March 2025.
6.	Support Hours:	<ul style="list-style-type: none">Monday to Sunday inclusive24 x 7
7.	Supported Products:	Software: As per attached Support Schedule with Project Code 10816487 from 01 April 2024 to 31 March 2025 for iLAB. Hardware: As per attached Support Schedule with Project Code 10816487 from 01 April 2024 to 31 March 2025 for iLAB.

8.	Charges:	<p>You will pay Us the Charges set out below annually, quarterly in advance.</p> <p>For the period 01 April 2023 to 31 March 2025 – £112,615.30 (One Hundred and Twelve Thousand, Six Hundred and Fifteen Pounds and Thirty Pence) plus, where the Support Services Term is greater than 12 months, Indexation, and (if applicable) third party increases above Indexation.</p> <p>“Indexation” means the differential in the UK Retail Price Index (RPI) for the 12 months period measured from the published index rate for the month, four months prior to the start of the Support Services Term and annually thereafter on the anniversary of the start of the Support Services Term.</p> <p>The Trusts will be able to transition to a Read Only service during the life of the proposed 12-month contract via an agreed CCN, with any revised pricing to be effective from the next quarterly invoicing (so as to alleviate any stranded monies for either party). The client will need to give 3 months’ notice to transition to a Read only service, such notice to be served one of the quarter days – 1st April, 1st July, 1st October, 1st January.</p> <p>The Charges may also be increased in respect of any third-party increases above Indexation that We have to incur in order to provide the Support Services.</p> <p>The Charges for additional services provided to You under clause 2 of Schedule 1 will be invoiced monthly in arrears (or at such other times as We notify to You).</p> <p>Payment terms are 30 days from the date of the invoice.</p> <p>All Charges are exclusive of VAT or other government excise or sales duties and taxes.</p>
9.	Legal Notices to Us:	<p>Attention: The Legal Department, Dedalus Group, Suite 2, Riverside Studio, 2 Embankment, Sovereign St, Leeds, LS1 4BA, United Kingdom.</p>
10.	Legal Notices to You:	<p>Attention: The Legal Department (or such other person that You notify to Us in writing) at the address given in 2 above.</p>



The Parties execute this Support Services Order Form below with deemed effect from the Support Services Effective Date.

**For
CUSTOMER:**

Signature

Geoff Daniels

Name

Geoff Daniels

Title

Pathology Informatics Business Manager

Date

18/04/2024

**For
DH OPCO
UK
LIMITED**

Signature

Neil Dearlove

Name

Neil Dearlove

Title

UK&I & APAC CFo

Date

24/04/2024

Schedule 1 Support Services

1. Supported Versions:

1.1 We will provide You with the Support Services described in this Schedule 1, for the latest Version of the Software (and, the immediately preceding Version for a maximum period of twelve months from the date of release of the then current Version) incorporating all updates and Versions issued by Us (or by a Third Party where Third Party Software is included in the Support Services) from time to time.

1.2 Where the Support Services include a maintenance release upgrade service (releases and patches) to You, such upgrades will be provided by Us between the hours of 9:00 and 17:30 Monday to Friday (excluding English public holidays) and at a mutually agreed time. At Your request, upgrades conducted by Us outside of these hours will be chargeable to You under clause 2.

1.3 The Support Services do not include provision of additional functionality to the Software core application. We reserve the right to charge You for additional functionality delivered as separate and optional functional module(s) to the core application.

1.4 In circumstances where an Incident is caused as a result of the Software not being used in accordance with the Warranted Environment Specification then We reserve the right to charge You for such works undertaken to remedy the Incident in accordance with clause 2.

2. **Additional Services:** If We provide services that You have requested but which do not form part of the Support Services We are entitled to charge for such services at Our then current rates together with all reasonable costs in respect of all out-of-pocket expenses, cost of materials incurred in providing such services, travel expenses, costs of meals, communication and media costs.

3. **Support Hours:** Our duly qualified staff will be available during Support Hours to deal with incidents communicated to Us by You during the period specified in section 6 of the Support Services Order Form.

4. **Out of Hours Support:** With prior written agreement, We will provide Support Services outside of Support Hours at Our then current rates for out-of-hours Support Services.

5. **Contacting Our Support Team:** You can contact Us using Our electronic incident recording method or by telephone using the contact details provided in Item 4 of the Support Services Order Form. We will log and record Incidents notified to Us on our incident logging system under a unique reference. All communications between You and Us relating to the Incident will be recorded.

6. **Required Information:** The severity level classifications and target Response Time and Incident resolution / Workaround Time are defined in Table 1-1 below. When calling Our Service Desk, You are required to provide the following information:

6.1 the nature of Incident;

6.2 the Severity Level of Incident as defined in the Table 1.1 below;

6.3 events leading up to the Incident; and

6.4 the minimum data set as communicate to you from time to time.

7. **Remote Support:** We will use all reasonable efforts to respond promptly to requests for assistance, to communicate with You by

telephone and to carry out the work remotely (including but not limited to the production and supply of Incident Resolution / Workaround), as may be required in Our reasonable opinion to enable You to continue to use the Software / systems supported by the Support Services.

8. **Support at Your Location:** If provision of the Support Service can only be undertaken at Your premises due to a failure by You to provide to Us the remote access facilities described in clause 11.1 then the travelling time and expenses incurred by Us as a result will be chargeable to You as Additional Services as described in clause 2. Where the Support Services include Hardware support and an Incident is caused by a Hardware component failure which requires replacement or a visit is routine or scheduled (not related to a specific Incident or problem) such visits will not be chargeable to You under clause 2.

We will abide by Your security and health and safety requirements (as notified to Us in writing from time to time) when providing the Support Services either on site or via remote access.

If Our personnel work on Your premises, You will ensure that such personnel are provided with the use of suitable office accommodation and services, including telephone, fax and photocopying facilities. Such accommodation and services shall be readily accessible to any required computing facilities. You will take all necessary precautions to ensure the safety of Our personnel while attending at Your premises. We may suspend or refuse service if conditions at Your premises are, in Our reasonable opinion, unsafe or hazardous.

9. Remote Support Services:

9.1 We will maintain an up-to-date copy of the Software and associated documentation at Our support centre.

9.2 We will, where possible, use the information held at Our support centre to fulfil Our obligations under this Support Agreement.

9.3 We will at Our discretion use Our own computer facilities for the purposes of investigating and correcting any faults.

10. **Problem Management:** We will instigate Our problem management process when an Incident has been resolved with a Workaround or where a recurring Incident has been identified. We will undertake an assessment of the problem using Our problem prioritisation level matrix to assign a problem priority level. Target resolution times are shown in Table 1.2. We will advise You of the target problem closure date or treatment.

11. Escalation:

11.1 You may initially escalate Incidents to Us through Our Service Desk if the Response Times or Incident Resolution / Workaround Times defined in table 1.1 are expected to be breached or if there is a conflict over the Severity Level classification of an Incident.

11.2 Your second point of escalation to Us will be to **Our Service and Applications Manager** responsible for the product or service concerned, who, should it be required will escalate to **Our Offering Delivery Manager** otherwise **Our Service and Applications Manager** responsible for the product concerned will deal with the escalation as appropriate.

11.3 In the case of extended support contracts, 'out of hours' escalations are covered by a rota of **Our Duty Support Managers**.

12. Your responsibilities:

- 12.1 You will provide Us with all necessary remote access facilities and permissions to Your systems for the sole purpose of provision of the Support Services to You as defined in clause 7 of this Schedule.
- 12.2 You will supply Us with reasonable levels of additional information as We may require.
- 12.3 You will use the Software correctly in accordance with the Warranted Environment Specification provided by Us and updated by Us from time to time.
- 12.4 You will not allow any persons other than Us, Our authorised representatives, sub-contractors, or agents to modify, alter or enhance the Software.
- 12.5 You will notify Us promptly if the Software is not operating correctly.
- 12.6 You will accept all new Versions and updates for the supported Software versions.
- 12.7 If permitted to do so, You will (and You warrant that You are entitled to do so) promptly provide Us with accurate and complete information concerning Your operations and activities relevant to the Support Services, answers to

queries, decisions and approvals required by Us in connection with the Support Services.

13. Warranty for Support Services:

- 13.1 We warrant that the Support Services will be performed by persons exercising skills appropriate to their function. We undertake to remedy free of charge any faulty Support Services, which are demonstrated to result from a failure to exercise such skills and which are reported to Us, in writing, within one month after performance by Us of such work. Provided We rectify such faulty work, by repair or replacement at Our option, within a reasonable period of time, then We shall have no other liability of any kind in respect of or arising from any faulty work.
- 13.2 If a warranty claim is found upon investigation not to be within Our responsibility under Clause 13.1, We may charge You in accordance with Clause 2 as if You had requested services which do not form part of the Support Services.
- 13.3 We shall not be liable under Clause 13.1 to remedy any defect or default arising from or caused by any change made to any part of the Software (including data structure) or the hardware and related operating system on which the Software runs by persons other than Us and Our authorised representatives.

Table 1.1

Severity Level	Incident	Incident Description	Response Time	Interim Resolution / Workaround
1	Critical	System is down. Users cannot log in, or users may be able to log in but the application is completely inoperable.	2 Supported Hours	8 Supported Hours
2	Major	System partially unavailable. Business-critical system function or group of functions is unusable, inaccessible or suffering a serious malfunction, or system error has left data corruptions or referential issues which require correcting.	2 Supported Hours	24 Supported Hours
3	Minor	System inconvenient to use. Non business-critical system function or group of functions is unusable, inaccessible or not operating correctly.	2 Working Days	10 Working Days
4	Residual	System has cosmetic problem. System function has a fault but continues to be usable.	5 Working Days	30 Working Days



Table 1.2

Problem Priority Level	Target Problem Closure
1	60 days
2	90 days
3	Candidate for a future maintenance release
4	Candidate for a future maintenance release

Schedule 2

General Terms and Conditions

1. Structure of the Agreement

- (a) We will provide the products and services (collectively “**Services**”) specified in duly executed documents (including “**Statements of Work**” and/or “**Order Forms**”) that incorporate these General Terms and Conditions and that are collectively called the “**Transaction Documents**”.
- (b) Transaction Documents can come in various forms but each will incorporate by reference to these General Terms and Conditions and include a description of the Services to be provided; the Charges; the Transaction Term; and any additional or modified provisions that relate to the Services.
- (c) There is no requirement to perform any Services or incur any liabilities until a Transaction Document is signed by both Parties and each Transaction Document will be effective from the date of last signature.
- (d) Capitalized words and phrases used in the General Terms and Conditions are defined in the clause in which they are used, or at Section 24 below.

2. Term

Unless terminated earlier in accordance with its terms (including Section 11 (Termination)) each Transaction Document shall remain in effect for the Transaction Term.

3. Professionalism

- (a) We will perform the Services in a professional and workmanlike manner, using the processes (if any) specified in the applicable Transaction Document.
- (b) Where a deliverable is specified in a Transaction Document, it will be deemed accepted if it is either used in a production environment or if it materially meets applicable acceptance criteria specified in the Transaction Document.
- (c) Where a deliverable is specified in a Transaction Document and is not used in a production environment or acceptance criteria are not specified, then the deliverable will be deemed accepted if You do not provide Us with a reasonably detailed written notice of rejection identifying a material defect within five (5) business days of its delivery to You.

4. Charges, Payment and Taxes

- (a) All fees and charges for the Services (“**Charges**”) are set out in the applicable Transaction Document(s).
- (b) Unless specified otherwise in a Transaction Document, We will invoice You annually in advance for the Charges and You will pay all invoices within thirty (30) days of the date the invoice is received.
- (c) You will not reduce, or fail to pay, any Charges for any reason whatsoever (including making any withholding, deduction or offset) except for those Charges that You dispute in good faith. In such cases, You will promptly provide to Us a reasonably detailed written explanation of the basis for the dispute at least five (5) business days

prior to due payment date and will, in any event, pay the undisputed Charges when due.

- (d) Late payments of undisputed Charges will bear Interest from the due date to the date paid.
- (e) Except for taxes based on Our income and Our property taxes, You are responsible for and will punctually pay all federal, national, state and/or local taxes and duties arising out of or based upon the provision and use of Services including but not limited to gross receipts, sales, use, privilege, excise, or other equivalent taxes. If We elect to pay any of those taxes and duties and provide reasonable supporting evidence of that payment, You will reimburse Us. All amounts specified in Transaction Documents are exclusive of all value added taxes (“**VAT**”) (however designated, including without limitation Goods and Services Taxes (“**GST**”)), customs duties, and fees payable on import or export, each of which You will be responsible for and punctually pay or reimburse Us if We elect to pay. If agreed in a Transaction Document, You will also be responsible for Expatriate Taxes. You will be responsible for payment of Interest and penalties imposed by regulatory or government authorities which arise due to Your failure to comply with this Section 4(e).

5. Access to Systems and Service Locations

- (a) You will grant Us logical, network, and data access to Your systems and physical access to Your Service Locations as reasonably necessary to enable Us to provide the Services as follows:
 - (i) Our Personnel physically located at Your Service Locations will comply with Your applicable physical, safety and security policies and procedures as are generally applicable to all personnel at such location;
 - (ii) Our Personnel accessing Your systems will comply with Your applicable system security policies and procedures as are generally applicable to all personnel having such access; and
 - (iii) You will provide Us with the applicable policies and procedures (either by a copy or by a written reference to a website accessible by Us) reasonably in advance of the requirement to access Your Service Locations and systems.
- (b) We will maintain and enforce physical, logical, network, and data safety and security policies and procedures at Our Service Locations during the Transaction Term as provided for in Our standards and practices then in effect at each of Our Service Locations.
- (c) You will not resell Our Services to a third party unless the Transaction Document specifically permits it. End-users accessing Your web site or application(s) hosted on Our System are not considered to be using the Services.

6. Cooperation and Grant of Use

- (a) You will provide Us with any reasonable co-operation that We request to facilitate Us in providing the Services.

- (b) You will not unreasonably withhold or delay Your consent or approval, whenever it is required.
- (c) You will ensure that all materials and information that You provide to Us in relation to the Services will be true, current, correct and complete in all material respects.
- (d) You grant to Us, Our Affiliates and Our subcontractors, the right to access and use, at no cost to Us, Your owned and/or licensed software, Your owned and/or leased hardware, and Your network as reasonably required by Us to provide the Services subject to Us, Our Affiliates and subcontractors complying with Your reasonable and identified access and license requirements under Section 5 above.
- (e) Your additional responsibilities that We rely on in providing the Services (if any) will be specified in each Transaction Document.
- (f) Our performance will be excused to the extent that any failure to perform is caused by (i) Your failure to comply with this Section 6, (ii) by any act or omission of You or Your employees, agents or contractors or (iii) any relief or force majeure event as described in Section 20. In such circumstances We will use reasonable commercial efforts to perform the Services and shall be entitled to any additional payment and/or extension of time that is reasonable.

7. Changes

- (a) Any change to a Transaction Document under these General Terms and Conditions will not be valid until signed by both Parties.
- (b) We may modify any component used by Us to provide the Services and/or the way We deliver the Services without first notifying You unless it materially affects Your systems or security or would result in an increase in Charges.

8. Confidential Information

- (a) Any information, data or material disclosed by one Party to the other in connection with the Services will be deemed to be “**Confidential Information**” if it is either marked as being “Confidential” (or similar), or is of a nature and type that a reasonably prudent business person would consider to be confidential; provided that Confidential Information will not include any information that is:
 - (i) available to the public other than by breach of these General Terms and Conditions by the receiving Party;
 - (ii) rightfully received by the receiving Party from a third party entitled to make such disclosure and without confidentiality limitations;
 - (iii) independently developed by the receiving Party; or
 - (iv) known to the receiving Party prior to receipt of the same information from the disclosing Party.
- (b) The receiving Party will treat the Confidential Information of the disclosing Party with the same degree of care that it would normally use in protecting its own Confidential Information (but in no event less than a reasonable degree of care).

- (c) The receiving Party will not use the disclosing Party’s Confidential Information for any purpose other than in relation to the Services (and We may use it to introduce You to new offerings and services).
- (d) Any disclosure or misappropriation of a disclosing Party’s Confidential Information in breach of these General Terms and Conditions could cause irreparable harm to the disclosing Party and the amount of damage may be extremely difficult to estimate. This would make any remedy at law or in damages inadequate. The disclosing Party will therefore have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Section 8, without first resorting to any dispute resolution process.
- (e) Upon request of the disclosing Party, the receiving Party will promptly return the disclosing Party’s Confidential Information or, at the disclosing Party’s request, promptly destroy the Confidential Information and provide the disclosing Party with written confirmation of its destruction. “**Destroy**” as used in this Section 8 and in Section 9 means destruction of physical copies and erasing and / or overwriting data contained on electronic media using then current reasonable industry practices and procedures. The obligation to return or Destroy material will not include extracts, summaries, and records kept in the normal course of business if it is either physically impractical or commercially unreasonable to destroy or return the material. The obligations to return or Destroy material will not apply to Confidential Information records reasonably required to document the performance of the Services or where retention is required by law or regulation.
- (f) The receiving Party will not have any non-disclosure obligation or liability with respect to the disclosing Party’s Confidential Information that must be disclosed pursuant to applicable law, regulation or a court order or as required by a governmental or administrative authority or authorized regulatory agency; provided that, if the receiving Party is ordered to disclose or retain the disclosing Party’s Confidential Information, it will (if permitted by applicable law and/or regulation) promptly notify the disclosing Party in writing and in advance of the disclosure. At the request of the disclosing Party, the receiving Party will use reasonable efforts (at the disclosing Party’s cost) to assist the disclosing Party in resisting or limiting such disclosure.

- (g) Each Party may disclose the Transaction Documents and information related to its performance of Services to its contractors, professional advisors, and other third parties who assist the Party in tracking and fulfilment of its obligations; provided that such disclosure only relates to the performance or receipt of the Services. Permitted disclosures of the disclosing Party’s Confidential Information to third parties (other than pursuant to applicable law, regulation or a court or regulatory order) is subject to the disclosing Party having contractual obligations in place with such third parties restricting further disclosure that are generally no less restrictive than those in this Section 8.

9. Your Data

- (a) We shall enter, store and/or process Your Data solely as is necessary to enable Us to provide the Services to You.
- (b) You are solely responsible for ensuring that the content of Your Data including its storage or use on Our System does not breach any law or regulation.

- (c) We will not be liable for the disclosure of Your Data (other than Personal Data under Section 10 below) if such disclosure occurs despite the exercise by Us of a reasonable industry- standard level of care.

- (d) **Return or Destruction of Your Data:** Our obligations to return and/or Destroy Your Data are as follows:

- (i) **Your Data that is stored by Us and that is not normally accessible by You without Our assistance:** If You send Us a written request during the applicable Transaction Term, We will (for the Charges, if any, specified in the Transaction Document) either make Your Data accessible to You; promptly return Your Data to You; or, at Your option, promptly Destroy it and provide You with written confirmation of its destruction; and

- (ii) **Your Data that is stored by Us and that is normally accessible by You without Our assistance:** You may extract or copy Your Data (to the extent that You want to) prior to requesting that (for the Charges, if any, specified in the Transaction Document) We Destroy Your Data (which We will do promptly after receiving Your written request and provide You with written confirmation of its destruction).

- (e) Our obligations to return or Destroy Your Data will not include: extracts, summaries, and records kept in the normal course of Our business and which it is either physically impractical or commercially unreasonable to destroy or return nor will it include Your Data contained in the Transaction Documents, or in other records reasonably required to document the performance of the Services.

- (f) **Disclosing Your Data:** We may disclose Your Data without being in breach of the provisions of this Section 9:

- (i) if We must disclose Your Data under a court order or as required by any governmental or administrative authority or authorized regulatory agency; and
- (ii) to Our contractors, professional advisors, and other third parties who assist Us in the tracking and fulfilment of Our obligations;

provided, that these disclosures are made only to enable Us to perform the Services and provided that (other than disclosure under a court or regulatory order) those third parties are contractually required to protect Your Data under terms that are generally no less restrictive than those in this Section 9.

- (g) During each applicable Transaction Term, at Your own cost and expense, You will obtain and maintain all government and third party consents and/or approvals (including without limitation from Your customers, suppliers, and employees) that are required in connection with Us accessing, processing, storing, and/or otherwise using Your Data.

- (h) You represent and warrant that:

- (i) Our performance of the Services does not and will not conflict with any of Your obligations to any other party; and
- (ii) You have taken and covenant that You will take all necessary actions required for You to legally disclose to Us all personally identifiable or equivalent data contained within Your Data.

- (i) Unless You are permitted to disclose Your Data to Us under law or regulation, You will not grant Us the ability to access, process, store, and/or otherwise interact with Your Data and will not disclose Your Data to Us.

- (j) You will indemnify, defend, and hold Us harmless from any claims related to any breach by You of any of the above representations, warranties, and obligations.

10. Personal Data Protection

- (a) Capitalised terms used in this Section not otherwise defined in these General Terms and Conditions and/or the Transaction Document will have the meaning as defined by applicable Privacy Laws.

- (b) Each Party will comply with applicable Privacy Laws.

- (c) To the extent We are acting as a Data Processor and You are acting as a Data Controller, this Section 10 sets out the terms and conditions for the Processing of Personal Data by Us on Your behalf for the purpose of providing the Services.

- (d) The subject-matter, nature, purpose and duration of the data processing and the categories of data subjects and types of personal data are as set out in Table 2.1:

Table 2.1

Subject, nature and purpose matter of processing	Provision of Support Services.
Duration of processing	Duration of Support Services.
Categories of data subjects	As applicable to the Support Services, Your employees, service users and members of the public.
Types of personal data	As applicable to the Support Services, name, date of birth, address, contact information, identification numbers and System information (which may include health information).

- (e) In Our role as Data Processor, and only to the extent required by the applicable Privacy Laws, We will:

- (i) process Personal Data solely in accordance with Your written instructions, including with regard to transfers of Personal Data to a third country or to an international organisation, unless required to do so by domestic law to which We are subject. In this case, We shall inform You of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. At the time of signing a Transaction Document, the written instructions given by You to Us are deemed to be included in the relevant Transaction Document. Any amendments to Your instructions will be carried out in accordance with the change control procedure set out in Section 7;

- (ii) maintain appropriate technical and organizational security measures to protect Personal Data Processed by Us on Your behalf against unauthorized or unlawful Processing of such Personal Data, and against accidental loss or destruction of, or damage to, such Personal Data;
- (iii) have Our employees use the Personal Data solely for the purposes of providing the Services and respect and maintain the confidentiality and security of the Personal Data;
- (iv) not disclose the Personal Data to any other legal or natural person except where there is a legal or regulatory obligation to do so or such is otherwise authorized or required in these General Terms and Conditions or a Transaction Document;
- (v) assist You with obligations to respond to requests relating to the exercise of Data Subject rights or from a supervisory authority and with data protection impact assessments as required by applicable Privacy Laws (at Your cost and expense);
- (vi) notify You without undue delay after becoming aware of any Personal Data Breach and shall provide reasonable information in Our possession to assist You to meet Your obligations to report a Personal Data Breach as required under Privacy Laws. We may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by Us;
- (vii) keep records of Processing in accordance with applicable Privacy Laws and as necessary to demonstrate compliance and, upon Your request make available such records in reasonable time;
- (viii) Ensure, by way of a contract, that subcontractors Processing Personal Data (Sub-Processor) comply with obligations no less protective than the terms set out in this Section. We will have the right to appoint a new Sub-Processor provided that You are given at least 30 days' prior notice of such appointment and You do not legitimately object to the new Sub-Processor within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a Sub-Processor's non-compliance with the Privacy Laws. We will remain fully liable to You for the performance of a Sub-Processor's obligations under these Personal Data protection terms;
- (ix) only make a restricted transfer of any Personal Data Processed on Your behalf under the below agreed mechanisms:
 - i. the transfer is to a country approved by the appropriate authority as providing an adequate level of protection for Personal Data;
 - ii. the transfer is made pursuant to an agreement containing the appropriate Standard Contractual Clauses; or
 - iii. the transfer is based upon other appropriate legal mechanisms.

Should any transfer mechanism be found invalid by a competent authority, the Parties will agree on an alternative transfer mechanism;
- (x) allow audits by You upon reasonable notice related to the Services to demonstrate Our compliance with obligations set out in this Section 10 and the applicable Privacy Laws. If We provide proof of an appropriate implementation of the applicable Privacy Laws as provided for in Section 10(e)(vii) such audits will be limited to random sampling only. Audits will be conducted in a manner that minimizes disruption and protects the safety, security, confidentiality and intellectual property of Us and Our employees, affiliates, subcontractors and customers; and
- (xi) upon termination of a Transaction Document, at Your choice, destroy or return all Personal Data to You subject to the provisions of Section 8 (Confidential Information) and delete existing copies held after the end of Processing, except where We are required by applicable law to maintain certain Personal Data in which case We confirm that We will continue to protect the Personal Data in accordance with the obligations specified in this Section 10.
- (f) As a Data Controller, You confirm that You have obtained all necessary consents and authorisations for lawful Processing by Us, Our affiliates and subcontractors, prior to providing Personal Data to Us. You hereby authorise Us, our affiliates and subcontractors to collect, use, store and transfer the Personal Data that You provide to Us for the purpose of performing Our obligations in the Transaction Documents.

11. Termination

- (a) **Termination of a Transaction Document for Cause:** If either Party fails to perform any of its material obligations under a Transaction Document, and that failure to perform is not cured within thirty (30) days after written notice of default is received by the defaulting Party, the innocent Party may terminate the affected Transaction Document by written notice to the defaulting Party - effective from the date specified in that termination notice. The notice of default will specify the nature of the default in sufficient detail to permit the defaulting Party to understand the basis for the claim of default and to implement a cure.
- (b) **Effects of Termination.** Before or on the date of termination, You will pay us all Charges due under all terminated Transaction Documents, together with all expenses We have incurred and any termination fees (in each case, that are specified in the applicable Transaction Document) up to the effective date of termination. We will destroy or return to You, and You will return to Us, all materials and information supplied in connection with the terminated Transaction Document in accordance with Sections 8 and 9 and the licenses under Section 15 shall terminate.

12. Limitations and Exclusions of Liability

- (a) **LIMITATION OF LIABILITY:** THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS, LOSS OR DAMAGE ARISING UNDER OR IN RELATION TO A TRANSACTION DOCUMENT (WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, EQUITY, WARRANTY, INDEMNITY, STATUTE, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE) WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY YOU TO US UNDER THAT TRANSACTION DOCUMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE LAST EVENT WHICH GAVE RISE TO LIABILITY.

NO EVENT OR SERIES OF CONNECTED EVENTS CAN BE THE SUBJECT OF CLAIMS UNDER MORE THAN ONE TRANSACTION DOCUMENT.

- (b) **EXCLUSION OF CONSEQUENTIAL AND INDIRECT DAMAGES:** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES IN SECTION 12(a) INCLUDE, ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR AMOUNTS FOR LOSS OF INCOME, GOODWILL, REPUTATION, DOWNTIME, BUSINESS INTERRUPTION, DIMINISHED BUSINESS VALUE, LOSS OF PROFITS OR ANTICIPATED SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) THE LIMITATIONS AND EXCLUSIONS IN SECTIONS 12(a) AND 12(b) WILL NOT APPLY TO CLAIMS BASED UPON: A PARTY'S WILLFUL REPUDIATION OF A TRANSACTION DOCUMENT; ACTS OF FRAUD, OR FRAUDULENT MISREPRESENTATION; AMOUNTS OWED BY YOU FOR CHARGES AND TERMINATION FEES; OUR OBLIGATIONS UNDER SECTION 14; LIABILITY ARISING FROM DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; AND ANY OTHER LIABILITY TO THE EXTENT THAT IT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.
- (d) MONETARY DAMAGES SPECIFIED IN THIS SECTION 12 ARE THE SOLE AND EXCLUSIVE REMEDY WHERE NO OTHER REMEDY IS PROVIDED AND ARE THE SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT ANOTHER REMEDY IS PROVIDED IN A TRANSACTION DOCUMENT AND SUCH OTHER REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.
- (e) The risk of loss of or damage to tangible property owned, licensed, or leased by either Party will be with the Party who has custody of such property at the time of loss or damage.
- (f) Each Party that suffers losses shall use commercially reasonable efforts to mitigate such loss (even if the potential claim for the loss is indemnified).
- (g) Any liability of a Party for loss or damage, however caused (including by negligence), in connection with a Transaction Document is reduced to the extent that the other Party or its affiliates, employees, contractors or agents contribute to the loss or damage.

13. Warranties

- (a) Each Party warrants to the other Party that, as of the Transaction Effective Date:
 - (i) the transactions contemplated under a Transaction Document do not conflict with any provision of its corporate organizational documents; and
 - (ii) it has full corporate power and authority to enter into a Transaction Document and to carry out the transactions contemplated under it.
- (b) EXCEPT AS SPECIFIED IN A TRANSACTION DOCUMENT, OR AS REQUIRED BY LAW, NEITHER WE NOR YOU GIVE ANY OTHER WARRANTIES OR REPRESENTATIONS AND

EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING IN ANY WAY TO A TRANSACTION DOCUMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE ARISING FROM THE COURSE OF PERFORMANCE OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DO WE WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR PERFORMANCE OF ANY OF OUR PROPRIETARY SOFTWARE, OPEN SOURCE MATERIALS AND/OR THIRD PARTY SOFTWARE OR HARDWARE. WE DO NOT WARRANT THAT OUR PROPRIETARY SOFTWARE WILL OPERATE IN HARDWARE OR SOFTWARE COMBINATIONS OTHER THAN AS AUTHORISED BY US IN THE TRANSACTION DOCUMENT. WE DO NOT PROVIDE ANY WARRANTY WITH RESPECT TO THIRD PARTY SOFTWARE. SUCH WARRANTY (IF ANY) WILL BE AS SET OUT IN THE THIRD PARTY'S THEN CURRENT TERM AND CONDITIONS.

14. Intellectual Property Indemnities

- (a) We will indemnify You and will defend You and Your Associates from and against all claims, suits, demands, and actions brought against You and/or Your Associates by an unaffiliated third party that Our provision of the Services directly infringes:
 - (i) a United States of America patent issued as of the Transaction Effective Date; or
 - (ii) any copyright or trade secret right.
- (b) You will give Us written notice of any indemnified claim within thirty (30) days of Your becoming aware of the claim. You will have no authority to settle any claim on Our behalf.
- (c) If an unaffiliated third party claims that Our provision of the Services infringes (as outlined above) a United States of America patent issued as of the Transaction Document Effective Date or any copyright or trade secret right, We will use reasonable efforts at Our option to:
 - (i) obtain necessary licenses;
 - (ii) make such replacements or modifications as are necessary to continue the development, use, or distribution of the Services without infringement; and/or
 - (iii) provide You with functionally equivalent substitute Services.

If none of those options are commercially reasonable, Our obligation to provide the Services will be terminated and the Charges will be equitably adjusted to reflect termination of that Service. The termination of the Services and the adjustment of the Charges will be in full satisfaction of Our obligations under this Section 14.

- (d) We will have no obligation under Sections 14(a) and/or 14(c) to the extent any claim of infringement results from:

- (i) use of any Services in combination with any of Your (or Your Associates') products or services or any third-party product or service unless the applicable Transaction Document specifies that the Services were designed or intended for use in combination with that third party product or service if the infringement would not have occurred but for such combination;
 - (ii) use or incorporation into the Services of any specification, technique, or design furnished by You or Your Associates to Us, if the infringement would not have occurred but for such incorporation or use;
 - (iii) any claim based on Your (or Your Associates') use of any Services after We have informed You of modifications or changes in the Services that are required to avoid such claims and for which We have offered to implement those modifications or changes, if such claim would have been avoided by implementation of Our suggestions;
 - (iv) use of the Services other than as permitted under a Transaction Document, if the infringement would not have occurred but for such use;
 - (v) use of a Commercial Off-The-Shelf Product;
 - (vi) use of any Open Source Software; or
 - (vii) compliance by Us with specifications or instructions You supplied to Us.
- (e) We will not be liable for enhanced or punitive damages which could have been avoided or reduced by actions within Your control.

15. Indemnification Procedures

- (a) If We assume control of the defense of a claim, We will be entitled to have sole control over the defense and settlement of the claim; provided that:
 - (i) You will be entitled to observe the defense of the claim and to employ legal counsel at Your own expense to do so;
 - (ii) You will reasonably cooperate with Us in Our defense and settlement actions (at Our expense where more than minimal effort is required);
 - (iii) after We have assumed control of the defense of the claim, We will not be liable to You for any legal expenses incurred by You in connection with the defense of that claim; and
 - (iv) We will not be required to indemnify You for any amount paid or payable by You in the settlement of any claim for which We have assumed control if You agreed the settlement amount without Our consent.
- (b) THE PROVISIONS OF SECTIONS 14 AND 15 STATE OUR ENTIRE LIABILITY AND OBLIGATIONS AND YOUR AND YOUR ASSOCIATES' EXCLUSIVE REMEDY WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENTS, TRADE SECRETS AND COPYRIGHTS, CAUSED BY ALL OF OR ANY PART OF THE SERVICES.

16. Licenses and Usage Restrictions

- (a) We (and/or Our licensors and lessors where applicable) retain ownership of all rights, title and interest to the System. You will not sell, license, rent, sublicense, or transfer the System, any permitted usage of the System, or the Services to any third party. This is not intended to restrict Your ability to obtain components of the System otherwise generally available in the commercial marketplace from third parties in the normal course of Your business.
- (b) We grant You a personal, non-transferable, non-exclusive, limited license during the applicable Transaction Term (or perpetually if a perpetual licence has been previously granted to You) to use the System (to include without limitation its software in object code form unless specified otherwise in a Transaction Document) solely for the purpose of receiving the Services.
- (c) To the extent that You require any associated deliverable (and as may be specified in more detail in the applicable Transaction Document) in order to receive and use the Services, We hereby grant to You a personal, non-exclusive, non-transferable limited right during the Transaction Term to use Our IP Material.
- (d) You grant to Us, Our Affiliates, and Our subcontractors a personal, non-exclusive, non-transferable, right-to-use, copy, and modify Your IP Material (and, as necessary, the IP Material of Your Affiliates) during the Transaction Term for the sole purpose of Our performance of the Services.
- (e) You will restrict use of the Services and access to the System only to those working at Your Locations (or as further specified in the applicable Transaction Document).
- (f) Unless You receive Our prior written permission or as otherwise permitted by applicable law, You will not:
 - (i) disclose to third parties any portion of the System;
 - (ii) copy or duplicate the System;
 - (iii) reverse engineer, decompile or disassemble the System; or
 - (iv) modify or make Derivatives of the System.
- (g) We reserve all rights in and to the System to the extent not expressly granted to You in a Transaction Document.
- (h) You hereby assign to Us all of Your and Your Associates' rights, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in and to any Derivatives, modifications and improvements to the System which You and/or Your Associates propose, make, or have made on Your behalf during the Transaction Term (including, without limitation, evaluations, error reports, and suggestions as to modifications or improvements) which We propose or make and/or which You (and/or Your Associates) and We may jointly make during the Transaction Term. You shall execute any documents reasonably requested by Us to achieve this purpose.
- (i) Unless otherwise specified in a Transaction Document, We may use Open Source Software in the provision of Services and may include Open Source Software in any deliverables. Any Open Source Software will be provided to You subject to the terms of the applicable Open Source Software license. Open Source Software is provided "AS IS", and without warranty.

- (j) To the extent any additional license terms are specified in a Transaction Document, You will be subject to those terms, and only use and access the System for that Transaction Document in accordance with those specified license terms.
- (k) No license rights are granted to either Party except those set out in this Section 16.

17. Intellectual Property Rights

- (a) Neither Party is restricted from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of such Party's personnel relating to the Services which either Party, individually or jointly, develops or discloses under a Transaction Document; provided that neither Party breaches its obligations under Section 8 (Confidential Information) or infringes the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party.
- (b) **Your Pre-existing IP** will remain owned by You. All rights, title, and interest in all Derivatives of Your Pre-existing IP created singly or jointly by Us or by You (and/or by Your Associates) in the course of the Services will be owned by You and will form part of Your IP Material. We shall transfer to You all rights, title and interest to those Derivatives of Your Pre-existing IP.
- (c) **Our Pre-existing IP** will remain owned by Us. All rights, title, and interest in all Derivatives of Our Pre-existing IP created singly or jointly by Us or by You (and/or by Your Associates) in the course of the Services will be owned by Us and will form part of Our IP Material. You shall transfer to Us all rights, title and interest to those Derivatives of Our Pre-existing IP.
- (d) **Third Party Pre-existing IP** will remain owned by the applicable third parties. All rights, title, and interest in all Derivatives of Third Party Pre-existing IP created singly or jointly by Us or by You (and/or by Your Associates) in the course of the Services will be owned as provided for in the applicable third party licenses for the original third party IP Material or as otherwise specified by the owner. As between You and Us, We will have exclusive ownership of Derivatives of third party IP Materials unless Your ownership rights are otherwise specified in the applicable third party license. You shall transfer to Us all rights, title and interest to those Derivatives of Third Party Pre-existing IP as You and Your Associates may have.
- (e) **Newly Developed IP**, as between You and Us, We will own all rights, title and interest and You shall transfer to Us all rights, title and interest to the Newly Developed IP as You and Your Associates may have, unless it is Exclusive Developed IP.
- (f) **Exclusive Developed IP** will form part of Your IP Material.

18. Disputes

- (a) Prior to initiating formal dispute resolution, representatives will be nominated by each Party and they will meet within fifteen (15) business days following receipt of a written request from either of them for a meeting. If a dispute is not resolved by the representatives as a result of the initial dispute resolution meeting(s), then either Party may request in writing a meeting of more senior executives. Appropriately senior executives of the Parties will meet within fifteen (15) business days following receipt of the request. If

the dispute is not resolved as a result of the senior executive dispute resolution meeting(s), either Party may commence formal dispute resolution under Section 18 below.

- (b) If a dispute has not been settled under Section 18(a), either Party may formally pursue any and all remedies it may have available at law or in equity. The Parties may, in their sole discretion, agree to mediation, arbitration, or any other dispute resolution process regarding a dispute. In the absence of agreement on an alternative process, the dispute may be resolved in a court of competent jurisdiction.
- (c) TO THE EXTENT HEARD AND TRIED BY A COURT, ALL ACTIONS BETWEEN THE PARTIES WILL BE HEARD AND TRIED BY THE COURT SITTING WITHOUT A JURY AND TO THE EXTENT NOT PROHIBITED BY LAW THE PARTIES IRREVOCABLY WAIVE ANY RIGHTS TO A JURY TRIAL.

19. Choice of Laws and Compliance

- (a) The Transaction Document(s) (including without limitation matters regarding the enforceability, scope, and tort claims related to them) will be construed in accordance with, and governed by the laws of England, excluding its conflicts of law provisions. Each Party accepts the non-exclusive jurisdiction of the English courts.
- (b) Each Party acknowledges that it has obligations independent from the Transaction Document(s) to comply in all material respects with Anti-Corruption Laws. Each Party shall upon request provide the other with its relevant internal policies regarding compliance with Anti-Corruption Laws and shall reasonably cooperate regarding investigations by the other Party into any matters related to bribery and corruption in connection with the Transaction Document(s).
- (c) As regards, respectively, the delivery or the use of the Services, each Party will comply with laws and regulations to the extent applicable to it in its respective industry.
- (d) You are responsible for compliance with applicable local, state, provincial, national and international laws and regulations governing Your Data and/or Your business, including without limitation applicable export laws. You will not knowingly use the Services in a way that violates applicable laws and regulations. The Parties will implement any required changes to the Services as a result of identified changes to applicable laws and/or regulations as a Change under Section 7.

20. Force Majeure

- (a) Neither Party will be in default to the extent that the performance of an obligation is prevented or delayed by any cause which is beyond that Party's reasonable control.
- (b) We are neither responsible for:
 - (i) any acts or omissions to the extent that they result from compliance by Us with Your written directions or requests provided after execution of the applicable Transaction Document; nor for
 - (ii) any work performed by any third party working for or on Your behalf.

21. Non-solicitation



Each Party has invested time and expense in recruiting, hiring, training and retaining its employees and contractors. Neither Party, therefore, will offer employment to, or solicit the employment of, any employee or contractor of the other Party with whom the first Party came into contact through the provision or receipt of the Services during the period that the Services are provided and for six months thereafter. This restriction will not apply to offers that are in response to advertising in the general media. The restriction regarding contractors applies to individuals employed or engaged by a contractor and not to the companies employing the contractors.

22. Interpretation

- (a) The Transaction Documents to the greatest extent reasonably possible will be interpreted to be consistent with these General Terms and Conditions so that all of the provisions are given their full effect.
- (b) In the event of a conflict or ambiguity between or among the documents which are part(s) of the Transaction Documents, the order of precedence will be in descending order as follows:
 - (i) the Transaction Document(s);
 - (ii) the General Terms and Conditions;
 - (iii) attachments incorporated into the Transaction Documents (if any); and
 - (iv) any other document that is duly incorporated with the Transaction Document under Section 7 (Changes).
- (c) The titles of the Sections will be read as references only and will not be read as affecting, contradicting, negating, or explaining the meaning or interpretation of these General Terms and Conditions; or the Transaction Documents.
- (d) Execution of counterparts of a Transaction Document will be construed as execution of an original.

23. General

- (a) **Independent Contractors:** The Parties are independent contractors. No Transaction Documents shall create or imply a joint venture, partnership, or agency relationship between the Parties.
- (b) **Exclusive Benefit:** The Transaction Documents are for the exclusive benefit of the Parties.

Subject to the regional and other limitations in the applicable Transaction Document, You may use the Services, subject to all the terms and conditions of the applicable Transaction Document, on behalf of Your parent organization and its Affiliates in which You or Your parent organization has a Controlling interest provided that all claims against Us must be asserted solely by You and no other entities will be entitled to assert a claim directly against Us.

No third party will be entitled to assert third party beneficiary status or otherwise make a claim under a Transaction Document.

- (c) **Subcontractors:** Unless otherwise specified in an applicable Transaction Document, We may use third party subcontractors and/or Our Affiliates in the performance of the Services. We will

be responsible for the compliant performance of those subcontractors and Affiliates under the Transaction Documents.

- (d) **Assignment:** Neither Party will assign nor in any manner transfer its interest or any part of its interest in the Transaction Documents (other than the right to receive payment) without the prior written consent of the other Party provided that assignments and transfers to successors in interest (who are not competitors of the other Party) and assignments of amounts due are both permitted upon notice to the other Party. Assignments and transfers to successors in interest who are competitors of the other Party will require prior written consent.
- (e) **Enforceability:** In the event that any of the provisions of a Transaction Document are declared or held invalid, illegal or unenforceable by a court of competent jurisdiction, the unaffected portions of the Transaction Document will be unimpaired and remain in full force and effect. As a substitute for such invalid, illegal or unenforceable provisions the Parties will negotiate in good faith a mutually acceptable provision consistent with the original intent of the Parties.
- (f) **No Waiver:** Each Party will continue to have the right to require the other Party to perform each provision of a Transaction Document even if it has previously not enforced each provision.
- (g) **Notices:** Notices to enforce or exercise specific rights will be deemed effective if in writing and personally delivered, sent by registered or certified mail, or sent by an independent delivery service providing delivery receipt to the recipients at the addresses specified in Items 9 and 10 of the Support Services Order Form. Notices in respect of day-to-day operations, however, may be exchanged between the Parties using any reasonable manner (including without limitation email).
- (h) **Survival:** The terms of any Section which by its nature should survive to give adequate meaning and effect to the provisions of a Transaction Document will survive the termination or expiration of the entire or any part of the Transaction Document.
- (i) **Announcements:** Neither Party will make any announcement concerning the existence or substance of the Transaction Document to the general public without the prior consent of the other Party; provided that You grant Us the right to disclose the existence of the Transaction Document; Your name as a client, and the general scope of the Transaction Document in promotional material and proposals. This restriction will not apply, however, to any announcement or written statement required to be made by law or the regulations of any national or state governmental agency.
- (j) **Entire Agreement:** The Transaction Document contains the entire agreement between the Parties and supersedes any previous understanding, commitment or agreement, oral or written, with respect to the Services. No alteration of or amendment to a Transaction Document will be effective unless in writing and signed by the Parties. Nothing in this Section will or will be deemed to limit or exclude liability for fraud or fraudulent misrepresentation.

24. Definitions

The following words and phrases have the following meanings:



"Affiliate" of a company means any company that is under that company's Control or under common Control with that company.

"Agreed" (whether or not capitalized) means, unless otherwise specified, written agreement by the Parties.

"Anti-Corruption Laws" means the body of local, state, provincial, national and international laws and regulations relating to anti-bribery and anti-corruption, including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010.

"Associates" of a Party means the Party's Affiliates, officers, directors, employees, agents, successors, and assigns.

"Commercial Off-The-Shelf Product" means a third party's software or hardware product that is commercially available in the general marketplace and not materially modified by Us.

"Confidential Information" is defined in Section 8(a).

"Control" means the ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the entity (with the equivalent meaning for **"Controlling"**)

"Data Controller" and **"Data Processor"**, have the meanings defined in the Privacy Laws.

"Data Standard of Care" means the standards applied by Us to maintain Your Data in confidence and use of it only for the purpose of performing and enforcing a Transaction Document. Keeping Your Data in confidence means that We will not intentionally disclose Your Data other than in support of Our performance and enforcement of a Transaction Document and We will protect Your Data using Our then-standard and applicable policies and practices for protection and use of customer data (which will be reasonable within the industry). A different and/or heightened Data Standard of Care may apply to an individual Service if specified in a Transaction Document.

"Derivatives" means derivative works (as that term is defined in the U.S. Copyright Act).

"Exclusive Developed IP" means IP Material developed as part of the Services that is specified in the applicable Transaction Document as being exclusively for You and intended to be owned by You.

"Expatriate Taxes" are taxes paid or payable by Us or Our Personnel in the country in which the Services are delivered that are calculated based on social contributions, income, or the receipt of accommodation, per diem, or other such living expenses. **"Incident"** means an unplanned interruption to the service or reduction in the quality of the service as reported by You to Our Service Desk.

"Interest" means the lesser of one percent (1%) per month or the maximum amount allowed by applicable law.

"Interim Resolution / Workaround" means a solution to an incident that restores operational service thereby enabling continuation of Your business.

"IP Material" means material protected by intellectual property rights.

"Newly Developed IP" means IP Material (including in business processes and methodologies) that We develop that is not a Derivative of Our Pre-existing IP Material; Your Pre-existing IP Material or a Third Party's Pre-existing IP Material.

"Open Source Software" means any software, library, utility, tool, or other computer or program code (collectively, **"Code"**) that is licensed or distributed as "freeware", "open source" (or similar terminology) under terms and conditions that impose a requirement that the Code be made available and/or distributed in source code form (and may also impose other potential license restrictions and requirements). Open Source Software includes, without limitation, Code licensed or distributed under any of the following licenses or distribution models: the GNU General Public License (GPL), GNU Library General Public License (LGPL), BSD licenses and the Apache License.

"Our Personnel" means Our employees and Our Subcontractors.

"Our Pre-existing IP" means IP Material that was owned by Us before the Transaction Effective Date.

"Our Service Locations" means locations owned, leased or controlled by Us from which we provide the Services.

"Party" means (as applicable) You or Us.

"Personal Data", **"Personal Data Breach"** and **"Processing"** shall have the meanings defined in the Privacy Laws.

"Privacy Laws" means the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 (together 'UK Data Protection Laws') and, where applicable, the EU General Data Protection Regulation (2016/679/EC) (the GDPR) and any amendments thereto.

"Response Time" means the period between Your first report of an Incident to Us and the time at which We make the initial assessment of the Incident.

"Subcontractors", whether capitalized or not, includes without limitation the respective Party's contractors, partners, alliance partners, joint ventures, and entities with which that Party has entered into an alliance or similar type of agreement.

"Support Hours" means the hours specified in section 6 of the Support Services Order Form and "Supported Hours" for the purposes of Table 1.1 to Schedule 1, means elapsed time during Support Hours only.

"System" means Our software, hardware, documentation; methodologies; processes and procedures; design and all associated intellectual property rights (including, without limitation, patents, copyrights, and trade secrets).

"Third Party Pre-existing IP" means IP Material that was owned by third parties prior to (as applicable) the Framework Effective Date and/or the Transaction Effective Date



“Transaction Documents” means the contractual documents executed by both Parties describing the detailed terms and conditions for the Services We will provide to You during the Transaction Term and that incorporate these General Terms and Conditions (including **“Statements of Work”** and/or **“Order Forms”**).

“Transaction Term” means the period of time prescribed in each Transaction Document commencing on the Transaction Effective Date during which We will provide the specified Services to You.

“Your Data” means Your Confidential Information stored in and/or processed by Our System.

“Your Pre-existing IP” means IP Material that was owned by You prior to the Transaction Document Effective Date.

“Your Service Locations” means locations owned, leased or controlled by You at which You receive or use the Services.

“Warranted Environment Specification” means Our specification that defines the client / server environments that are supported for the running of Our Software products under this agreement. The Warranted Environment Specification defines the technical environments in terms of:

operating systems;

browsers;

Java virtual machines;

smartcard printer drivers;

other devices; and

Third Party software pertinent to the Services.

“Working Day” means Monday to Friday 9:00 to 17:30 excluding English public holidays.