

OFFICIAL

(1) MEDICAL RESEARCH COUNCIL

and

(2) AXIANS NETWORKS LIMITED

JUNIPER PROFESSIONAL SERVICES CONTRACT

OFFICIAL

THIS CONTRACT is dated 4th September 2024;

BETWEEN:

- (1) **MEDICAL RESEARCH COUNCIL AS PART OF UK RESEARCH AND INNOVATION** whose registered office is at Polaris House, North Star, Avenue, Swindon, SN2 1FL (**Customer**); and
- (2) **AXIANS NETWORKS LIMITED** (Company Number 04407184) whose registered office is at Belvedere House, Basing View, Basingstoke, Hampshire, RG21 4HG (**Contractor**).

1. Definitions

1.1. In this Contract, the following words will have the following meanings:

Applicable EU Law	means any law of the European Union (or the law of one of the Member States of the European Union);
Bribery Legislation	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time, together with any guidance or codes of practice issued by the relevant government department concerning the same;
Business Day	means any day excluding Saturdays, Sundays and any national holidays throughout the United Kingdom;
Charges	means the charges or fees payable by the Customer to the Contractor in consideration for the performance of the Services, as set out in Schedule 2;
Commercially Sensitive Information	means the subset of the Contractor’s Confidential Information listed in Schedule 4 that constitutes a trade secret;
Confidential Information	means all information (in whatever format) designated as such by the disclosing Party together with such information which relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of the disclosing Party or which may reasonably be regarded as the confidential information of the disclosing Party and, in the case

of information disclosed by the Contractor, includes the Commercially Sensitive Information;

Contract	means this contract including the Schedules;
Controller	has the meaning given to in the GDPR;
Data Protection Legislation	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 and the GDPR; and (b) any code of practice or guidance published by the Regulator and/or European Data Protection Board from time to time;
Data Subject	has the meaning given to it in the GDPR;
Data Subject Request	has the meaning given to it in Clause 10.4;
Effective Date	Means 4 th September 2024;
Environmental Information Regulations	means the Environmental Information Regulations 2004;
Equipment	means any equipment to be supplied by the Contractor as part of the Services, as specified in Appendix 1 of Schedule 1;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
Force Majeure Event	means any cause beyond a Party's reasonable control affecting the performance of its obligations under this Contract, including, but not limited to, war, acts of terrorism, governmental requirements, acts of local or central Government or other competent authorities, Acts of God and industrial disputes (other than industrial disputes by the relevant Party's employees). For the

avoidance of doubt, the failure or delay of any obligations of any subcontractor will not be deemed to be beyond the reasonable control of a Party unless the delay or failure is a result of an event beyond the reasonable control of the subcontractor;

Framework Agreement

means the framework agreement between (1) Jisc Services Limited; and (2) the Contractor, dated 12 September 2019;

GDPR

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

Group

means, in relation to a Party, the Party, its subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings given to them in section 1159 of the Companies Act 2006;

Implementation Date

means the date on or by which the Contractor must have performed the initial installation of the Equipment and/or provided access to the Services, as specified in Schedule 1;

Order Form

means the Contractor's service order form relating to this Contract, which is set out in Schedule 3;

Personal Data

has the meaning given to it in the GDPR;

Personal Data Breach

has the meaning given to it in the GDPR and, for the avoidance of doubt, includes a breach of Clause 10.2.2

Processing

has the meaning given to it in the GDPR (and "Process" and "Processed" shall be construed accordingly);

Processor

has the meaning given to it in the GDPR;

Regulator	means the UK Information Commissioner's Office (including any successor or replacement body);
Regulator Correspondence	has the meaning given to it in Clause 10.4;
Service Credits	means the service credits detailed in Schedule 1;
Services	means the services described in Schedule 1 which are to be provided to the Customer by the Contractor;
Service Levels	means the service levels set out in Schedule 1;
Site	means the location for delivery of Equipment/performance of Services, designated by the Customer and as detailed in Schedule 1; and
Term	means the term of this Contract as set out in Clause 13.
Working Day	any day except a Saturday, Sunday and any recognised public holiday in England. "Working Days" shall be construed accordingly;
Weekday Out of Hours	Means 5:00pm to 9:00am Monday to Thursday (other than a publicly recognised holiday in England)
Weekend Out of Hours	Means from Friday 5:00pm to 09:00am on Monday (or Tuesday if Monday is a publicly recognised holiday in England);

- 1.2 References in this Contract to any statute or statutory provision include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted.
- 1.3 References in this Contract to a **Party** or the **Parties** mean a party or the parties to this Contract.
- 1.4 Reference to words importing the singular only also includes the plural and vice versa where the context requires.
- 1.5 The heading in this Contract are for reference only and shall not be taken into account in the construction or interpretation of this Contract.
- 1.6 Unless otherwise stated, references in this Contract to Clauses and Schedules are references to the clauses of, and schedules to, this Contract.
- 1.7 The following order of precedence shall apply in relation to any conflict, inconsistency or contradiction between the various documents referred to in this Contract:

- 1.7.1. the terms and conditions in the main body of this Contract; and
- 1.7.2. the Schedules to this Contract; and
- 1.7.3. the Framework Agreement.

2. The Services

- 2.1 In consideration for the payment of the Charges, the Contractor shall provide the Services in accordance with the terms of this Contract, including but not limited to complying with the Service Levels and the timescales for performance as set out in Schedule 1.
- 2.2 In performing its obligations under this Contract, the Contractor will at all times exercise reasonable skill and care and will ensure that the Services are performed by staff that are competent and skilled and experienced in the relevant subject areas.

3. Equipment

- 3.1. If any Equipment is to be provided by the Contractor as part of the Services, as specified in Appendix 1 of Schedule 1, the terms of Schedule 5 shall apply.

4. Intellectual Property Rights

- 4.1. In consideration for the payment of the Charges, the Contractor grants and/or shall procure for the benefit of the Customer within the United Kingdom the licences set out in Schedule 6 to this Contract, on the terms set out in that Schedule.
- 4.2. The Contractor shall indemnify and keep indemnified the Customer on demand against any direct losses, liabilities, costs, claims, damages, awards and expenses arising out of any claims that the Services (or any part of the Services, including but not limited to the use of a deliverable and/or any Equipment) infringes the intellectual property rights of whatever nature of a third party.
- 4.3. The Customer shall notify the Contractor promptly if the Customer becomes aware of any claim being made or action being threatened or brought against the Customer, which is likely to result in an indemnity claim against the Contractor pursuant to Clause 4.2.
- 4.4. The Customer shall:
 - 4.4.1 not make any admissions or settlement of any claim of the kind referred to in Clause 4.2 without the Contractor's prior written consent (such consent not to be unreasonably withhold and/or delayed);
 - 4.4.2 give the Contractor all such reasonable assistance and information as it may reasonably require in order to respond to any claim of the kind described in Clause 4.2; and

- 4.4.3 at the Contractor's cost and expense, allow the Contractor complete control over the defence and/or settlement of any action or claim of the kind described in Clause 4.2.
- 4.5. The Contractor shall give the Customer the earliest possible notice in writing of any actual claims against the Contractor that the Services (or any part of them) infringes the intellectual property rights of whatever nature of a third party.
- 4.6. Without prejudice to the provisions of Clause 4.2, if a third party brings a claim that the Services (or any part of them) infringe any intellectual property rights of that third party, or if the Contractor reasonably considers that such a claim may be made, the Contractor may (at its own option and expense):
- 4.6.1 modify or replace the infringing element of the Services so as to avoid the infringement, provided that such modification or replacement shall not materially affect the delivery of the Services, with the Contractor making good to the Customer any direct losses suffered by the Customer during or as a result of the modification or replacement; or
- 4.6.2 procure for the Customer the right to retain and continue to use the affected article.
- 4.7. If the Contractor modifies or replaces the infringing element, the modified/replacement item must comply with the terms of this Contract, including but not limited to any warranties and any specifications.
- 4.8. The Contractor shall have no liability to indemnify the Customer other against any claim of the kind referred to in Clause 4.2 insofar as any such claim is in respect of: (i) any use in combination with the Services of any item not supplied by the Contractor (except where such combination, connection, operation or use is recommended, specified or approved by the Contractor) where such combined use directly gives rise to the claim; or (ii) the Customer's unreasonable refusal to use or supply modified Services provided pursuant to Clause 4.6.1.

5 Change Process

- 5.1. Subject to Clause 5.2, any changes to this Contract will be agreed in writing between the Parties and must be set out in the Order Form. The Equipment and Services will be provided by the Contractor to the Customer on the terms of this Contract. If there is any conflict between the terms of the Order Form and the terms of this Contract, the terms of this Contract shall prevail unless the parties expressly state to the contrary within the Order Form.
- 5.2. If a minor change is proposed by one of the Parties, the change will come into effect if both Parties agree to that change in writing.

6 Charges

- 6.1. The Charges to be paid by the Customer for the Services and the payment profile that will apply are set out in Schedule 2. For the avoidance of doubt, the Charges will be offset by any Service Credits due or payable by the Contractor to the Customer. All invoices issued by the Contractor shall be payable within 30 days of the date of receipt of a due and valid invoice.
- 6.2. All sums payable under this Contract are stated exclusive of VAT, which shall be charged by the Contractor at the current rate and will be payable by the Customer.

7. Progress Meetings

- 7.1. The Parties agree to meet as often as is reasonably necessary, and at least quarterly, to facilitate the operation of this Contract and the proper and timely delivery of the Services, such meetings to be the forum for discussion between the Parties in connection with such operation and delivery.
- 7.2. The Parties will arrange for certain of its employees, agents or subcontractors to attend from time to time as may be appropriate.
- 7.3. Progress meetings to discuss progress reports and other relevant issues will be held at intervals which, in the Customer's reasonable opinion, are necessary to ensure the proper and timely delivery of the Services.
- 7.4. The Contractor will prepare in advance of each such meeting a written progress report, the contents of which shall be as the Customer may reasonably require.
- 7.5. The meetings will be held at the Customer's offices, or at any other location agreed between the Parties.

8 Warranties

- 8.1. The Contractor warrants that:
 - 8.1.1. it will at all times have adequate levels of resource to allow the performance of the Services in accordance with the terms of this Contract, including but not limited to the timescales for performance;
 - 8.1.2. the Equipment and any associated software shall be free from material defects and will materially comply with any agreed specification(s);
 - 8.1.3. it has and will for the duration of this Contract have all necessary licences, consents and authorisations or rights as may be provided for under any relevant legislation, regulations or administrative orders to provide the Services to the Customer;
 - 8.1.4. the Services will (where relevant) meet or exceed the service levels set out in Schedule 1 and any applicable industry standards;

- 8.1.5. it will provide the Services in a timely, reliable and professional manner and will carry out its obligations in this Contract in accordance with all applicable telecommunications, data protection and other laws, licences and regulations in force from time to time;
 - 8.1.6. it has the full right, power and authority to enter into and perform this Contract in accordance with its terms, and such entry and performance does not and will not violate or infringe the intellectual property or other rights of any other persons; and
 - 8.1.7. it is not knowingly engaged in, and will not knowingly during the Term engage in, any business, relationship, contract or other activity which damages or tarnishes, or is likely to damage or tarnish, the reputation of the Customer;
 - 8.1.8. in relation to this Contract and/or its subject matter, neither the Contractor nor any of its employees, sub-contractors or agents or others performing services on behalf of the Contractor has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by the Parties of any Bribery Legislation;
 - 8.1.9. it has in place, and will at all times during the Term continue to have in place, adequate procedures designed to prevent any person associated with the Contractor from committing an offence under the Bribery Legislation and as a minimum such procedures comply, and will at all times during the Term comply, with the most recent guidance issued from time to time by the Secretary of State pursuant to the Bribery Act 2010; and
 - 8.1.10. it will throughout the Term comply with, monitor and enforce the procedures referred to in Clause 8.1.8.
- 8.2. The Customer warrants that:
- 8.2.1. subject to Clause 8.1.3, it has and will for the duration of this Contract have all necessary licences, consents and authorisations or rights as may be provided for under any relevant legislation, regulations or administrative orders to perform its obligations under this Contract; and
 - 8.2.2. it has the full right, power and authority to enter into and perform this Contract in accordance with its terms, and such entry and performance does not and will not violate or infringe the intellectual property or other rights of any other persons.
- 8.3. Specific warranties regarding any Equipment to be provided by the Contractor are set out in Schedule 5.
- 8.4. Specific warranties regarding any Services to be provided by the Contractor (including but not limited to in relation to any software) are set out in Schedule 5.

9 Confidentiality

- 9.1. Subject to the following provisions of this clause, each Party shall treat as confidential the Confidential Information of the other Party.
- 9.2. Subject to Clauses 9.3 and 9.4, each Party will:
 - 9.2.1. only use Confidential Information for the purposes of this Contract or the Framework Agreement;
 - 9.2.2. only disclose Confidential Information to a third party with the prior written consent of the other Party (except that each Party may disclose Confidential Information to companies in its Group or to its professional advisors or auditors to the extent necessary to exercise its rights or fulfil its obligations under this Contract); and
 - 9.2.3. ensure that any third party to whom Confidential Information is disclosed is subject to a confidentiality undertaking in terms no less onerous than those of this Clause 9.
- 9.3. The provisions of Clauses 9.1 and 9.2 will not apply to any Confidential Information which:
 - 9.3.1. is in or comes into the public domain other than by breach of this Clause 9; or
 - 9.3.2. a recipient Party can show (i) has been independently generated by the recipient Party's employees who have neither had any involvement in the performance of the recipient Party's obligations under this Contract nor access to such Confidential Information or (ii) was in the possession of the recipient Party prior to the date of the disclosure, free from any obligations of confidentiality.
- 9.4. Each Party may disclose the Confidential Information pursuant to a statutory, legal or parliamentary obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body including any requirements for disclosure under the FOIA or the Environmental Information Regulations, provided that it notifies (where it is legally able to do so) the other Party as soon as the requirement to notify arises and will use its reasonable endeavours to ensure that any such disclosure is made in a manner which ensures the confidentiality of the Confidential Information.
- 9.5. Subject to the above provisions of this Clause 9, each Party receiving Confidential Information will take the same precautions and exercise the same degree of care to protect Confidential Information as it takes and exercises in relation to its own confidential information. In any event, the receiving Party will take all reasonable care to protect said Confidential Information.
- 9.6. The Customer is not subject to the requirements of the FOIA and is not obliged to respond to requests for information thereunder. However, the Customer will endeavour to respond to any request for information in the spirit of the FOIA where reasonably able to do so. The Customer will at all times in providing any such response comply with its obligations of

confidentiality as set out in this Clause 9. The Customer and the Contractor will assist and cooperate with each other if a request for information is received by the Customer.

10. Data Protection

- 10.1 Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with this Agreement, it shall comply with its respective obligations under the Data Protection Legislation and it shall only use such Personal Data for the purposes of performing its obligations under this Agreement.
- 10.2 In relation to any Personal Data that the Customer (as a Controller) provides or makes available to the Contractor (as a Processor), or that the Contractor Processes on the Customer's behalf pursuant to this Contract, the Contractor shall:
 - 10.2.1 use, access or otherwise Process the Personal Data only in accordance with the Customer's lawful instructions;
 - 10.2.2 take, implement, maintain and monitor appropriate technical and organisational measures which are sufficient to comply with at least the obligations placed on the Customer by the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation;
 - 10.2.3. not transfer any Personal Data outside the European Economic Area without the Customer's prior written consent;
 - 10.2.4. ensure the reliability and integrity of the Contractor's employees, consultants, contractors and staff involved in the Processing of (and who will have access to) those Personal Data (Contractor Personnel), and shall ensure that each such individual shall have entered into an appropriate contractual agreement that requires them to keep the Personal Data confidential;
 - 10.2.5. on the Customer's request, allow the Customer or any regulator to audit the Contractor's compliance with this Clause 10;
 - 10.2.6. not sub-contract any Processing of the Personal Data unless the relevant sub-contractor is engaged by way of a written contract which imposes obligations on the sub-contractor which are at least equivalent to (and no less onerous than) the obligations imposed on the Contractor pursuant to this Clause 10; and the Contractor will remain primarily liable under this Contract for all acts and omissions at its sub-contractors and the acts or omissions of those employed or engaged by these sub-contractors as if they were those of the Contractor.
 - 10.2.7. comply with the obligations imposed upon a Processor under the Data Protection Legislation, and use all reasonable endeavours to assist the Customer to comply with the requirements of the Data Protection Legislation (including the obligations pursuant to Articles 32 to 36 of the GDPR (inclusive)); and
 - 10.2.8. on termination of this Contract, cease Processing all Personal Data and return to the Customer all Personal Data (and all copies under its possession or control),

except to the extent the Contractor is required to retain copies by Applicable EU Law.

- 10.3. The Contractor shall notify the Customer immediately (and in any event, within 24 hours), if it:
- 10.3.1 becomes aware of any: (i) Personal Data Breach; (ii) breach of this Clause 10; or (iii) breach of the Data Protection Legislation, whether committed by the Contractor, Contractor Personnel, or any sub-contractors appointed by the Contractor;
 - 10.3.2. is required by any Applicable EU Law to act other than in accordance with any of the Customer's instructions given under Clause 10.2.1, provided the Contractor is not prohibited by law from so notifying the Customer; or
 - 10.3.3. considers, in its opinion (acting reasonably), that any of the Customer's instructions under Clause 10.2.1 infringe any of the Data Protection Legislation.
- 10.4. The Contractor will notify the Customer promptly (and in any event within 24 hours) following its receipt of any actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising their rights under the Data Protection Legislation (a Data Subject Request) or any correspondence or communication (whether written or verbal) from the Regulator (Regulator Correspondence), and shall: (i) not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without the Customer's prior written consent; and (ii) provide the Customer with all reasonable co-operation and assistance required by the Customer in relation to any such Data Subject Request or Regulator Correspondence.
- 10.5. The Contractor shall indemnify on demand and keep indemnified the Customer from and against any losses suffered or incurred by the Customer to the extent arising as a result of a breach by the Contractor of this Clause 10.

11 Liability

- 11.1. Nothing in this Contract will limit or exclude the liability of either Party for death or personal injury arising out of its negligence, or for its fraud.
- 11.2. Subject to Clause 11.1.
- 11.2.1. in no circumstances will either Party be liable to the other Party for any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect) or for any indirect, special or consequential loss arising out of or in connection with this Contract;
 - 11.2.2. each Party's maximum aggregate liability under or in connection this Contract or its subject matter will not exceed 125% of the value of this Contract.

- 11.3. The Contractor shall (where it is permitted to do so) ensure that the Customer receives the full benefit of any manufacturer's product warranty in respect of the Equipment of which the Contractor has the benefit.

12 Insurance

- 12.1. The Contractor undertakes that for the duration of this Contract, it will be covered against employee misfeasance, accident, third party injury, defective products, fire and other risks normally covered by insurance by persons supplying services which are the same or similar to the Services, with the minimum levels of insurance as set out below:
- 12.1.1. public and products liability: £10,000,000 for any one occurrence with a maximum of £10,000,000 within any one policy year;
 - 12.1.2. professional indemnity: £10,000,000 for a claim or series of claims arising out of one event with a maximum of £10,000,000 per annum; and
 - 12.1.3. employer's liability: £10,000,000 per claim or series of claims arising out of one event with a maximum of £10,000,000 per annum.
- 12.2. The Contractor will produce to the Customer, at its reasonable request, satisfactory evidence of the insurance arrangements described Clause 12.1.

13 Term and Termination

- 13.1. Unless terminated earlier by either Party in accordance with the terms and conditions of this Contract, this Contract will commence on the Effective Date and will continue for the term set out in Schedule 1 (Initial Term). This Contract shall continue after the Initial Term unless and until terminated by either Party giving not less than 3 months prior written notice to the other, such notice to expire at the end of the Initial Term or at any point thereafter (Extended Term).
- 13.2. Without prejudice to the rights and remedies of the Contractor and any Customer, either the Customer or the Contractor may terminate this Contract immediately by giving the other Party written notice:
- 13.2.1. in the event of a material breach by the other Party which is incapable of remedy;
 - 13.2.2. in the event of a material breach by the other Party which is capable of remedy but which the other Party fails to remedy within 20 Business Days of having been notified of such breach; or
 - 13.2.3. if the other Party has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other Party becomes subject to

an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or is unable to pay its debts or is deemed by section 123 of the Insolvency Act 1986 to be unable to pay its debts, or undergoes or is subject to any analogous acts or proceedings under any foreign law.

- 13.3. Termination of this Contract will be without prejudice to the Parties' accrued rights and obligations.
- 13.4. On termination or expiry of this Contract, the Parties shall perform any and all termination obligations set out in Schedule 1. Unless otherwise stated in Schedule 1, each party shall perform its post-termination obligations at its own cost and expense.

14 Severability

- 14.1. If any provision of this Contract, including in particular any limitation, is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Contract will nevertheless remain legal, valid, and enforceable.

15 Force Majeure

- 15.1. Notwithstanding anything herein to the contrary but subject to Clause 15.2, neither Party will be liable for any delay or failure in performance of any of its obligations under this Contract, to the extent such delay or failure is attributable to a Force Majeure Event.
- 15.2. Each Party which is prevented from carrying out its obligations as a result of a Force Majeure Event will promptly notify the other Party and will agree an action plan with the other Party, at the cost of the Party prevented from carrying out its obligations as a result of the Force Majeure Event, to mitigate the effects of the Force Majeure Event.
- 15.3. If performance of the obligations of the Contractor is substantially prevented for a continuous period of 15 Business Days or more by virtue of any of the aforesaid events then the Customer may terminate this Contract, without any liability, by giving the Contractor written notice.

16 Third party rights

- 16.1. A person who is not a Party to this Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17 Counterparts

- 17.1. This Contract may be executed in counterparts, each of which will be deemed an original, but which together will constitute the same instrument.

18 No Partnership

- 18.1. Nothing in this Contract and no action taken by the Parties pursuant to this Contract will constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other co-operative entity.

19 Assignment

- 19.1. Subject to Clause 19.2 below, neither Party may assign its rights under this Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 19.2. Either Party may assign any of its rights under this Contract to a member of its Group. In such cases:
- 19.2.1. the assigning Party shall promptly inform the other Party in writing of the identity of the assignee;
 - 19.2.2. the assignor shall remain liable for any acts and/or omissions under this Contract irrespective of the assignment; and
 - 19.2.3. if the relevant assignee ceases to be a member of the assignor's Group then the assignor shall ensure that such rights are promptly transferred back to the assignor and/or a member of its Group.

20 Export Control

- 20.1. The Customer is advised that Equipment which may include technology and software is subject to EU and US export control laws of the country where it is delivered or used. Under these laws, the Equipment may not be sold, leased or transferred to any restricted end-users or countries or used, sold, leased or transferred for restricted end-uses. The Customer agrees to abide by these laws.

21 No Waiver

- 21.1. Failure by either Party to exercise or enforce any right or benefit conferred by this Contract will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

22 Notices

- 22.1. Any notice required or authorised to be given under this Contract will be delivered by hand, by post or by facsimile transmission (immediately confirmed by post) to the relevant address set out in Clause 22.2 below or, if another address is notified, to that other address. Any notice will be deemed to have been served immediately if by hand or 48 hours after such posting if by post or immediately (provided the sender's fax machine confirms complete and error-free transmission to the correct fax number) if by facsimile transmission. Notices may also be delivered by email, provided that the sender is able to verify that the email reached the recipient's servers without error. Service will be upon reaching the server.
- 22.2. Notices to be sent to the Customer will be addressed as follows:
Medical Research Council, at the registered address above.
Attention:
Email:
- Notices to be sent to the Contractor will be addressed as follows:
Axians Networks Limited, at the registered address above.
Attention: Legal Department
Email: legal@axians.co.uk
- 22.3. Where notices are to be served by email, the email must contain the following wording in the subject matter field: "Notice served in accordance with the terms of the Services Contract between the Medical Research Council and Axians Networks Limited".

23 Entire Agreement

- 23.1. This Contract contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Contract, other than as may be set out in the Framework Agreement. Each of the Parties acknowledges and agrees that it does not enter into this Contract on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other Party to this Contract (whether negligently or innocently made) except those expressly repeated or referred to in this Contract and/or the Framework Contract. Nothing in this Clause will operate to limit or exclude liability for fraud.

24 Dispute Resolution

- 24.1. In the event of a dispute between the Parties concerning this Agreement, each of the Parties will, in the first instance, endeavour to reach an agreement in respect of the dispute by following the escalation process set out in Clauses 24.2 to 24.6 below.
- 24.2. The aggrieved Party shall provide the other Party with written notice and the problem will initially be referred to the first level contact given in the table below (First Level).
- 24.3. If the problem is not resolved at the First Level or a corrective plan of action has not been mutually agreed upon within 10 Business Days of giving the dispute notice then either Party shall have the option to escalate the matter to the second level contact given in the table below (Second Level).
- 24.4. If the problem is not resolved at the Second Level or a corrective plan of action has not been mutually agreed upon within 5 Business Days of giving the dispute notice then either Party shall have the option to escalate the matter to the third level contact given in the table below (Third Level).
- 24.5. If the problem is not resolved at the Third Level or a corrective plan of action has not been mutually agreed upon within 5 Business Days of giving the dispute notice then either party shall have the option to escalate the matter to the final level contact given in the table below (Final Level).
- 24.6. The Final Level representatives agree to use all reasonable efforts to meet within 10 Business Days at a mutually agreeable time and place in order to resolve the dispute.

Escalation Points

Escalation Level	Contractor Contacts	Customer Contacts
First Level	Account Manager	
Second Level	Programme Manager	
Third Level	Services Director	
Final Level	Managing Director	

- 24.7. Without prejudice to each Party's rights to terminate the Agreement, if the parties are unable to reach agreement on the disputed matter through the process as specified in Clauses 24.2 to 24.6, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Parties will send a joint notice in writing (ADR notice) to CEDR

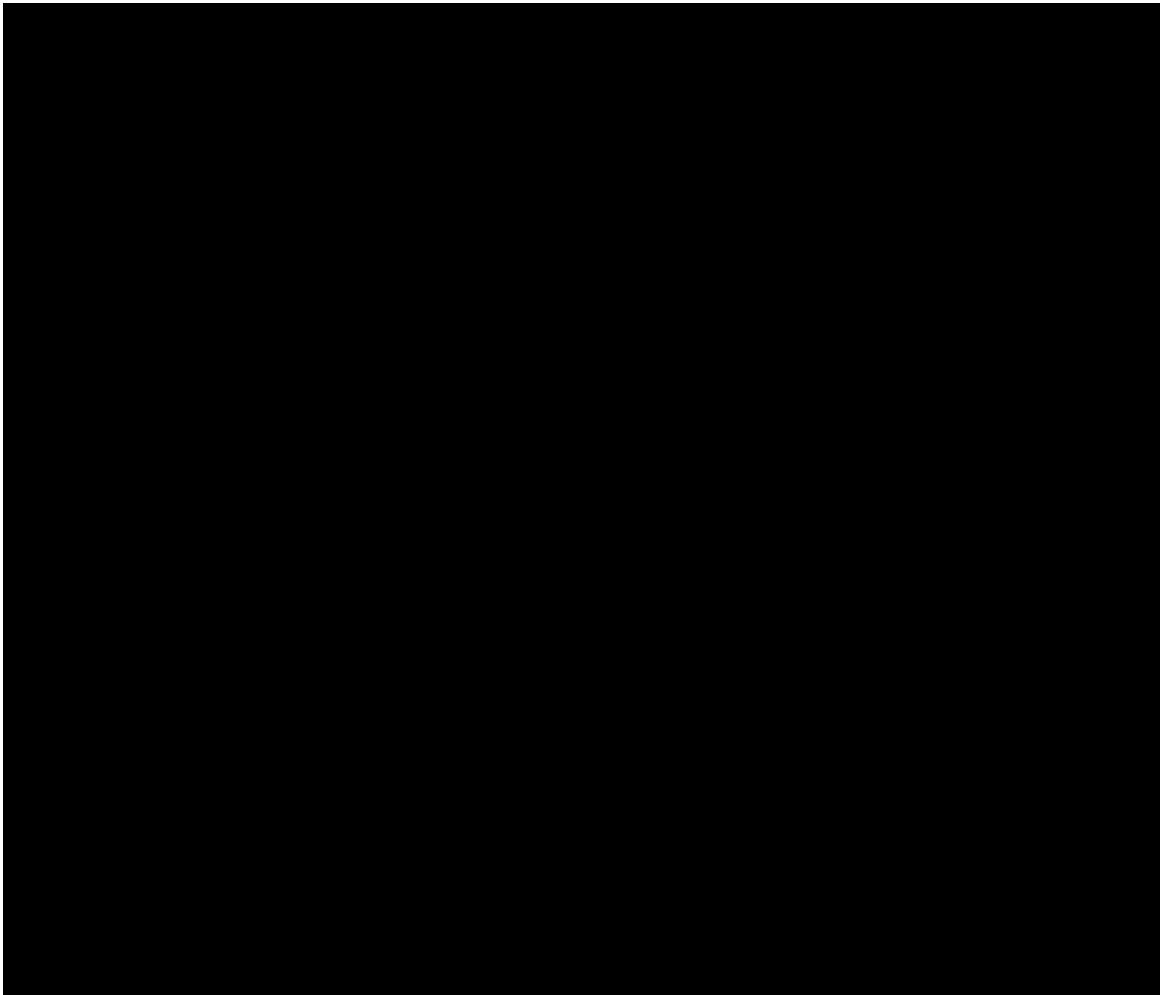
requesting mediation. The mediation will start not later than 30 days after the date of the ADR notice, or such later date as the mediator is available.

- 24.8. If a process for mediation is not agreed in accordance with Clause 24.7 within a period of 15 Business Days from a request by either Party and the dispute remains unresolved, or the dispute is not resolved within 30 Business Days from the date of the ADR notice, both Parties shall be entitled to pursue the matter in law.

25 Governing Law and Jurisdiction

- 25.1. This Contract and all matters arising out of it (whether of a contractual or a tortious nature) will be governed and construed in accordance with the laws of England and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

THIS AGREEMENT has been executed by the Parties by their authorised officers and agreed on the date specified on page 2.



SCHEDULE 1**SERVICES**

CONTRACT TERM AND SERVICES TO BE PROVIDED	
Contract Term	The Contract will automatically terminate 12 months after the Effective Date.
Services	Juniper Professional Services (Appendix 8)
EQUIPMENT SUPPLY	
Equipment to be supplied	N/A
Locations where Equipment is to be installed	N/A
Contractual Delivery Date for supply of Equipment and installation (if applicable).	N/A
Service Credits for late delivery of Equipment.	The Service Credits for late delivery of Equipment are set out in Appendix 2 of this Schedule.
EQUIPMENT SUPPORT	
Inventory of Equipment to be maintained	N/A
Service Level Agreement for Equipment Support	N/A
Service Credit for missing SLA related to time-to-fix of faults	N/A
Contract Termination Obligations (only applicable to Equipment Support)	N/A

Appendix 1

Equipment list and location for installation if required.

N/A

Appendix 2

Service Credits for Late Delivery of Equipment

N/A

Appendix 3

Inventory of Equipment for Maintenance Support

N/A

Appendix 4

Service Level Agreement for Equipment Support

N/A

Appendix 5

Service Credits for failure to meet SLA for Equipment Support

N/A

Appendix 6

Contact details

Functions	Customer Contacts	Contractor Contacts
Contract Management		Email:
Service Management	N/A	Email:

Appendix 7
Support Document

N/A

Appendix 8
Professional Services

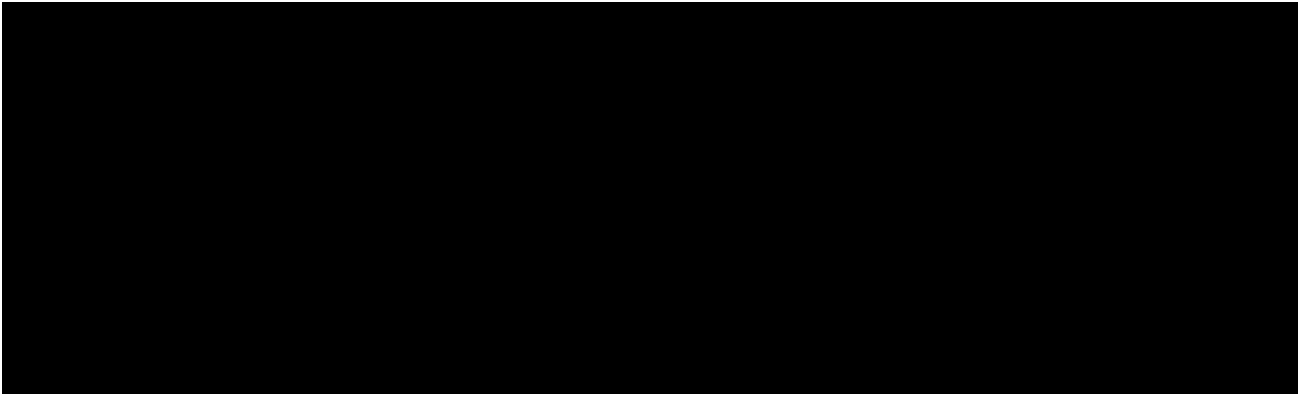
1. The Contractor shall provide to the Customer the following services ("Services"):
 - 1.1. Axians shall provide a consultant resource on a time and materials basis to assist with the tasks as identified below on a time and materials basis ("PS Days").
 - 1.2. Axians shall procure that the Consultant shall perform the Services with reasonable care and skill and in accordance with Good Industry Practice.
 - 1.3. The Parties shall together agree the date a consultant(s) shall commence the relevant Services.
2. The scope of the Services to be provided is as follows:
 - 2.1. Tasks reasonably associated with the Juniper Mist Network
 - 2.2. Assumes that the relevant equipment has been purchased/procured by the Customer
 - 2.3. The Customer hereby agrees that upon Completion, not all tasks assigned may be necessarily completed.
3. In order to use the PS Days, the Customer must provide a written request (including by email) at least 48 hours' notice, upon receipt of which, Contractor will schedule the resource type required on a reasonable endeavours basis.
4. The Customer shall be responsible for:
 - 4.1. providing full instruction to any consultants engaged and providing all assistance necessary to such consultant(s) as required to perform any agreed tasks;
 - 4.2. the provision of a suitable working environment for any consultants engaged;
 - 4.3. providing access for the consultant(s) to such premises, equipment, software, systems, etc. as is necessary to perform the Services, including all required system privileges, site access information and cards;
 - 4.4. providing any information reasonably required by the Contractor and/or any consultant(s) engaged to perform the Services, including site access information;
 - 4.5. ensuring that all necessary licences and permissions have been obtained for any software (including any Software) from the relevant licensors/proprietors as may be required for any consultant to perform the Services (including but not limited to licence(s)/permission(s) for any software to be run on any hardware that will be utilised in the performance of this Contract);

- 4.6. carrying out data back-ups prior to the commencement of the Services. For the avoidance of doubt, the Contractor shall not be responsible for any losses arising out of or in connection with any loss of data, howsoever caused, where the Customer has failed to comply with this obligation; and
- 4.7. ensuring that all necessary arrangements have been made to cover or minimise the impact of any downtime that may occur during, or as a consequence of, the performance of the Services. For the avoidance of doubt, the Contractor shall not be responsible for any loss arising out of or in connection with any Downtime that occurs as a result of, or during, the performance of the Services.

SCHEDULE 2

Charges and Payment Profile

In consideration for the provision of the Juniper Professional Support Services the Customer shall pay to the Contractor as follows:



In respect of this Contract, the Customer hereby acknowledges that the resource type engaged to perform the tasks outlined above may be dependent on complexity and timescales at the Contractor’s absolute discretion.

The Customer shall provide a valid purchase order prior to the commencement of the Services for the following value:

Qty	Part Code	Description	Item Price	Total Price
1	Professional Services	To provide Professional Services	£15,750.00	£15,750.00
		Total		£15,750.00

Where the value of the Services exceeds the purchase order value, the Customer shall provide a replacement purchase order. The Supplier shall not be obligated to provide any Services for which the Customer has not provided a valid purchase order.

The Total Charges are in Great British Pounds (GBP) and are exclusive of VAT, for which the Customer shall be additionally liable.

The supplier is entitled to invoice monthly in arrears.



SCHEDULE 3
Contractor’s Service Order Form

NOT USED



OFFICIAL

SCHEDULE 4

Commercially Sensitive Information

N/A

OFFICIAL

SCHEDULE 5

Equipment and Software

If any Equipment is to be provided by the Contractor as part of the Services, the terms of this Schedule 5 shall apply:

1. The Equipment shall comply with the specification set out in Appendix 1 to Schedule 1.
2. The Contractor will use reasonable endeavours to deliver the Equipment to the Site in accordance with the timescales set out in Schedule 1.
3. Risk of loss or damage to the Equipment passes to the Customer upon delivery to the Site.
4. Title to the Equipment shall pass to the Customer upon final payment of the applicable Price for that Equipment.
5. The Contractor warrants that:
 - (i) it shall have full power and authority to enter into and perform the terms of the Contract;
 - (ii) it shall have title to and property in any Equipment supplied and that any such Equipment will be free and unencumbered; and
 - (iii) the Equipment will be free from defects in material workmanship and installation for a period of 12 months from the date of shipment to the Customer (the "Warranty Period").
6. Notwithstanding anything to the contrary, the Contractor shall have no responsibility to remedy nor any liability in respect of a breach of warranty or any of its other obligations under this Contract where such breach arises as a result of any failure on the part of Customer to observe and perform any of its obligations or otherwise as a result of the occurrence of any of the following events or circumstances:

- (a) the improper use, operation or neglect of Equipment;
 - (b) the modification of Equipment or their merger (in either whole or part) with any other application, equipment or hardware;
 - (c) the failure within a reasonable period of time to implement recommendations in respect of or solutions to faults previously advised in writing by the Contractor;
 - (d) any repair, reconstruction, adjustment, alteration or modification of Equipment without the Contractor's prior written consent;
 - (e) the use of Equipment for a purpose for which they were not designed; and/or
 - (f) the use of Equipment to access, transfer or process data which was not created or transferred by the Equipment or otherwise anticipated by the parties in the Contract.
7. After the Equipment has been accepted or deemed to be accepted, should the Customer within the Warranty Period discover a defect in the Equipment (or any part thereof) or of the Equipment's installation, the Customer shall notify the Contractor with full details of the defect as soon as is reasonably practicable. If such defect has arisen as a direct result of the Contractor's breach of a warranty as set out above in paragraph 5 (iii) of this Schedule 5, the Contractor shall use reasonable endeavours to correct the defect within a reasonable period of time by the provision of modified, additional or replacement applications developed by the Contractor (at its option). Any such modified, amended or replacement applications shall then become part of the Equipment supplied to the Customer under the Contract. The remedies specified in this paragraph 7 shall constitute the Customer's sole remedy in respect of any breach by the Contractor of the warranty specified in paragraph 5 (iii) of this Schedule 5.
8. Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Services are hereby excluded to the fullest extent permitted by law.

SCHEDULE 6

Intellectual Property Licences

If the Contractor is a manufacturer of hardware or supplier of software being provided to the Customer pursuant to this Contract, the Contractor shall indemnify and keep indemnified the Customer against any and all losses, liabilities, costs, claims, damages, awards and expenses arising out of any claims that the Services (or any part of the Services, including but not limited to the use of a deliverable and/or any Equipment) infringes the intellectual property rights of whatever nature of a third party.

If the Contractor is a distributor or reseller of hardware or software being provided to the Customer pursuant to this Contract, the Contractor shall ensure that the benefit of any warranties and indemnities which it receives in respect of any and all hardware and software supplied to the Customer under this Contract are passed on to the Customer such that the Customer can enforce those indemnities and warranties directly against such hardware manufacturers and software suppliers.