TESSELLA SERVICES AGREEMENT

DATED: 09-June-2016

TESSELLA PROJECT NO: P9321

(1) **Tessella Ltd**, company registration number 1466429, whose registered office is 26 The Quadrant, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YS, UK ("Tessella"); and

(2) **United Kingdom Debt Management Office**, whose office is Eastcheap Court, 11 Philpot Lane, London, EC3M 8UD ("Client").

DEFINITIONS AND SCOPE

1   Definitions & Interpretation

1.1   "Acceptance Date" shall be the date certified by the Superintending Officer as the date when the Tessella deliverables have been accepted.

1.2   "Acceptance Tests" shall mean any tests specified in the Proposal and/or such other tests as may be agreed in writing between the Client and Tessella to be carried out in respect of the Tessella Services.

1.3   "Agreement" shall mean these terms and conditions, together with the Proposal;

1.4   "Background IP" shall mean any and all Intellectual Property Rights in any software, materials or know how used by Tessella or further developed by Tessella under this Agreement, including without limitation the Tessella Software (and customisations thereto), other than any Foreground IP.

1.5   "Client Data" shall mean any and all data and information (in whatever form) provided by the Client or its agents and sub-contractors pursuant to this Agreement.

1.6   "Client Hardware" shall mean any Client hardware on which the Custom Software or Tessella Software is to function as specified in the Proposal.

1.7   "Client Premises" shall mean the place or places other than Tessella's premises to which the Custom Software or Tessella Software (as applicable) is to be delivered or where the Tessella Services are to be performed (in whole or in part), as the case may be.

1.8   "Commencement Date" shall mean the date upon which the Services will begin to be performed by Tessella as specified in the Proposal.

1.9   "Completion Date" shall mean the date the provision of the Services has been completed.

1.10   "Confidential Information" shall mean all information designated as such by either party together with all other information which relates to the business, affairs, finances, trade secrets, know-how, developments, technology, computer systems, products, services, clients and potential clients and personnel of either party or information which may reasonably be regarded as the confidential information of the disclosing party.

1.11   "Contract Price" shall mean that estimated sum so named in this Agreement or calculated in accordance with the Proposal and the Proposal, comprising of any Tessella Fee, together with any additions or deductions agreed in writing under this Agreement.

1.12   "Contract Price Limit" shall mean, in respect of any time and materials work to be performed by Tessella, the capped sum described in the Proposal.

1.13   "Custom Software" shall mean any bespoke programs and associated documentation to be developed by Tessella for the Client as part of the Tessella Services (which shall not include the modification of existing Tessella Software).

1.14   "Fees" all fees payable by the Client to Tessella as detailed in the Proposal.

1.15   "Deliverables" shall mean those items produced for delivery to the Client as part of this Agreement as detailed in the Proposal.

1.16   "Foreground IP" shall mean any and all Intellectual Property Rights in all works and materials developed, written or prepared by Tessella in connection with providing the Services including, without limitation, any and all reports, documentation, notes, data, diagrams, charts, designs, specifications, programs, algorithms and coding, and all work in progress relating to any of the above (but excluding any modification of the Tessella Software) and any other items specifically described as constituting "Foreground IP" in the Proposal.

1.17   "Intellectual Property Rights" shall mean any patents, trade marks, service marks, registered designs, copyrights, design rights, database rights, rights protecting confidential information, any applications for or rights to apply for any of the above and any other intellectual property rights recognised in any part of the world, whether or not now existing or applied for, and all accrued rights of action in respect of any such rights.

1.18   "Product Limits" shall mean the number of users, sites or other limits on Tessella Software and/or Custom Software usage specified in the Proposal or in this agreement.

1.19   "Proposal" shall mean the document, or documents, referenced in the signatures section of this document, which includes the general requirements of the Client and Tessella's work plan to meet those requirements, as prepared for the Client by Tessella.

1.20   "Services" shall mean any and all Tessella Professional Services (including Tessella Consultancy Services), Tessella Hosting Services, Tessella Support & Maintenance Services, the provision of Tessella Software and the provision of Tessella Hardware, as to be provided by Tessella to the Client under this Agreement and as identified in the Proposal.

1.21   "Software Licence Terms" shall mean the software licence terms and conditions as set out in Appendix 1 to this agreement.

1.22 "Superintending Officer" shall mean the person so named in the Proposal or as otherwise agreed by Client and Tessella, to act as the Client's representative, and technical contact, for the purpose of this Agreement.

1.23 "Tessella Hardware" shall mean any hardware and other equipment to be supplied by Tessella as set out in the Proposal.

1.24 "Tessella Project Manager" shall mean the person so named in the Proposal, to act as Tessella's project representative for the purpose of this Agreement.

1.25 "Tessella Software" shall mean any pre-existing Tessella software proprietary to Tessella or otherwise licensed to Tessella, to be provided to the Client pursuant to this Agreement, as identified in the Proposal and (where applicable) all future corrections, modifications, Updates and new Versions provided by Tessella to the Client pursuant to the Tessella Services, together with all associated technical and user documentation or other materials (in whatever form) supplied by Tessella to the Client from time to time for use in conjunction with such software.

1.26 "Third Party Software" refers to all software that is not Tessella, client, or Custom Software.

1.27 "Update" shall mean any new release of the Tessella Software and/or Custom Software in object code form which is not designated by Tessella as a new Version or product.

1.28 "Version" shall mean any new version of the Tessella Software and/or Custom Software designated as such by Tessella.

1.29 "Working Day" shall mean Monday to Friday (inclusive), but excluding bank and public holidays and the period between Christmas and New Year.

1.30 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

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

1.32 Words in the singular shall include the plural and vice versa.

1.33 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.34 A reference to writing or written includes faxes and e-mail.

2 Scope

2.1 Tessella agrees to provide and the Client agrees to accept and pay for the Services on a fixed price or time and materials basis as described in the Proposal.

2.2 For time and materials work, Tessella shall use its reasonable endeavours to provide the Services at the Contract Price, and shall not exceed the Contract Price Limit without the prior written consent of the Client. Should Tessella's fees be estimated to exceed the Contract Price Limit, the parties shall meet in good faith to discuss and agree an increase in the Contract Price Limit or a reduction in project scope as may be necessary in order for Tessella to complete the provision of the Services.

2.3 The Services to be provided are as agreed between the Client and Tessella as defined in the Proposal together with any additions, deletions and changes agreed to in writing by the parties during the course of this Agreement.

Clauses 3 to 5 intentionally omitted.

Clauses 6 to 9 intentionally omitted.

PROVISION OF TESSELLA SUPPORT AND MAINTENANCE SERVICES

10 **Tessella Support and Maintenance Services**

Tessella will perform the Support & Maintenance Services detailed in the Proposal for the term set out in the Proposal.

10.1 Termination of the Tessella Support & Maintenance Services will not affect the Client's right to continue to use any Tessella Software and/or Custom Software in accordance with this Agreement. However, if the Client then later chooses to reinstate the Tessella Support & Maintenance Services, it acknowledges that it may be required to pay additional fees at Tessella's then current list price, and upgrade the Tessella Software and/or Custom Software to the latest Version.

10.2 Subject to any specific terms in the Proposal to the contrary, the manner in which Tessella carries out its support and maintenance functions shall be determined at the sole discretion of Tessella, save that Tessella shall at all times use all reasonably necessary resources and competent members of staff, and shall exercise reasonable care in appointing agents or sub-contractors, to carry out such functions.

10.3 Subject to any specific terms in the Proposal to the contrary, in performing its support and maintenance obligations, Tessella may use the following means to attempt to remedy errors:

10.3.1 access the systems hosting the Tessella Software and/or Custom Software remotely to diagnose and analyse the issue;

10.3.2 remotely remedy the defect or error, reconfigure the Tessella Software and/or Custom Software, or deliver replacement Tessella Software and/or Custom Software.

10.4 The Client will provide Tessella with all assistance, information and resources as are reasonably necessary, including allowing remote access to the servers hosting the Tessella Software and/or Custom Software at an appropriate level and allowing Tessella's representatives access to its premises, to enable Tessella to perform its support and maintenance obligations.

10.5 Updates or new Versions provided to the Client as part of the Tessella Support & Maintenance Services will be deemed to form part of the Tessella Software

and/or Custom Software will so be subject to the licensing arrangements set out in this Agreement.

10.6 The Client will be responsible for making any hardware upgrades or changes as reasonably determined by Tessella to support the new Updates.

11 **Tessella Support and Maintenance Services - Exclusions**

11.1 Tessella shall not be obliged to provide the Tessella Support & Maintenance Services where:

11.1.1 errors are due to:

a) modifications to the Tessella Software and/or Custom Software made by any person other than Tessella (unless Tessella has approved such modifications in advance);

b) the use of any Version of the Tessella Software and/or Custom Software other than either of the two (2) latest Versions or use of the Tessella Software and/or Custom Software which does not incorporate mandatory Updates;

c) incorrect use of the Tessella Software and/or Custom Software or operator error;

d) using the Tessella Software and/or Custom Software on or with equipment not supplied or approved by Tessella;

e) any failure of the Tessella Hardware or Client Hardware, or its power supply, networks or environment;

f) the use of any Third Party Software or third party hardware not supplied by Tessella; or

g) any failure by the Client to update hardware on recommendation from Tessella or implement any of Tessella's recommendations from previous errors

h) the Client has attempted to correct an error without Tessella's knowledge or consent

11.1.2 the Client has failed:

a) to notify Tessella within 7 days of the error being discovered; or

b) has failed to provide first line support (where it is obliged to do so in accordance with the Proposal)

12 **Tessella Support and Maintenance Services - Client's Obligations**

12.1 The Client will:

12.1.1 ensure correct operation and use of the Tessella Software and/or Custom Software and of the equipment on which it is run;

12.1.2 keep and test full back-up copies of Client Data at a frequency appropriate to the data recovery requirements of the Client;

12.1.3 ensure that all users of the Tessella Software and/or Custom Software are using the latest mandatory Updates,

12.1.4 carry out regular processes or procedures which are part of the operating instructions of the Tessella Software and/or Custom Software;

Clauses 13 to 19 intentionally omitted.

GENERAL TERMS

20 **Invoicing and Payment**

20.1 The Client will pay Tessella any applicable Fees in accordance with the Proposal.

20.2 If at any time the Client wishes to increase the Product Limits, the Client will inform Tessella of details of the increase required. Subject to the Client paying to Tessella an additional payment (which Tessella will determine and notify to the Client) ("Upgrade Fee"), the licence terms in clause 5 (if included) will automatically be extended to cover such increased usage, or, if in Tessella's opinion a different product or module would be more suitable, then the licence terms referred to in clause 5 (if included) will cover such product or module, with effect from (and including) the date on which Tessella receives payment of the relevant Upgrade Fee. Any Upgrade Fees which become payable under these Licence Terms will be deemed to form part of the Tessella Software Fee

20.3 All prices of Tessella Hardware are Ex Works and are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties

20.4 The Client acknowledges that the Tessella Hardware Fee as set out in the Proposal is, save in respect of the initial purchase of Tessella Hardware under the Proposal, indicative only and Tessella reserves the right to increase the Tessella Hardware Fee to reflect any increase in cost to Tessella.

20.5 Where any of the Services are provided on a time and materials basis, Tessella will charge fees on an hourly basis unless agreed otherwise with the Client. Where it is agreed to charge daily rates these are calculated on the basis of an eight hour day worked between 9:00am and 6.00pm on weekdays, whether or not the full eight hours are actually worked.

20.6 Where applicable, Tessella will invoice the Client for the first Tessella Support & Maintenance Services Fee on the Commencement Date. Tessella will invoice the Client for any subsequent Tessella Support & Maintenance Services Fees annually in advance of each anniversary of the Commencement Date. Other charges relating to the Tessella Support & Maintenance Services which become payable by the Client under this Agreement will be invoiced by Tessella at the appropriate time.

20.7 The Client shall pay the Hosting Fee in respect of the Initial Period in accordance with the Proposal. In respect of any subsequent period, the Client shall pay the Hosting Fee at least [10] Working Days in advance of each anniversary of the Commencement Date.

20.8 All fees specified in this Agreement are exclusive of VAT and other sales taxes and duties which may be chargeable on any of the Services provided by Tessella to the Client pursuant to the terms and conditions of the Agreement. Such taxes and duties shall be paid by the Client at the rate and in the manner for the time being prescribed by law.

20.9 Unless otherwise stated in the proposal, Tessella reserves the right to charge (in addition to the Contract Price) its reasonable travel, subsistence and out-of-pocket expenses incurred in the course of providing the Services.

20.10 Tessella will invoice the Client for the fees in accordance with any payment milestones set out in the Proposal. The Client shall make payment, without deduction or set-off, within 30 days after the receipt of an invoice. If the Client is required to withhold or deduct any taxes or if Tessella or the Client are otherwise required to pay any taxes from or in respect of any fee or other amount payable hereunder or with respect to any of the Services to the Client, such fee or amount payable shall be increased as may be necessary so that, after making all required withholdings, deductions or payments, Tessella will receive an amount equal to the fee or amount it would have received had no such withholdings, deductions or payments been made.

20.11 Tessella reserves the right to charge interest on overdue invoices at the Royal Bank of Scotland base rate +4%.

20.12 If Acceptance Tests of the Tessella Software and/or Custom Software do not take place in accordance with clause 4 due to any act or omission of the Client, its employees, agents and sub-contractors (which is not due to any default by Tessella) which are expressed to be payable upon acceptance, Tessella will be entitled to invoice the Client in full for any remaining payments, provided that Tessella has first notified the Client of the circumstances preventing Acceptance Tests from taking place and those circumstances continue for more than thirty (30) calendar days following receipt of such notice. Nothing in this clause 20.12 excludes Tessella's rights to invoice the Client, and the Client's obligation to pay, any other fees which have properly become payable in accordance with the Agreement.

20.13 Without prejudice to its other rights under the Agreement, Tessella may at its sole discretion elect to suspend performance of the Services or part of the Services until further notice in the event that the Client fails to pay any fee due under the Agreement by the relevant due date.

20.14 In the event that Tessella exercises its right to suspend the Services pursuant to clause 20.13 above, it will, whenever reasonably practicable, give ten (10) Working Days prior written notice of such suspension to the Client which notice will specify the amount which is outstanding and which element of the Services to which it relates.

20.15 In the event of any suspension pursuant to clause 20.13 or otherwise, the Client shall remain obliged to pay any fees which pay accrue during the period of suspension.

21 Tessella Responsibilities

21.1 Time is not of the essence in the provision of the Services.

21.2 Tessella shall exercise reasonable skill and care in performing its obligations under the Agreement, and the Services will be performed in a timely, professional and workmanlike manner by staff that are competent and suitably experienced in the area that relates to the Services they are to provide. Software development is a complex activity and Tessella does not warrant that any software that it develops will be free from all defects.

21.3 Tessella warrants to the Client it has the right, power and authority to enter into and perform the Agreement in accordance with its terms.

21.4 Any materials, which are supplied by Tessella to carry out the Services, will be of good and serviceable quality.

22 Client Responsibilities

22.1 The Client warrants to Tessella that:

22.1.1 it has the right, power and authority to enter into and perform the Agreement in accordance with its terms;

22.1.2 in performing its obligations under the Agreement, it will at all times exercise reasonable skill and care; and

22.1.3 its equipment, network and communications shall for the duration of this Agreement meet or exceed the minimum system requirements set out in the Proposal.

22.2 The Client agrees to provide, at its cost, for each employee of Tessella engaged in work on the Client Premises a suitable place of work and necessary supplies and amenities comparable to those provided for the Client's staff of similar status.

22.3 The Client is responsible for making each employee of Tessella engaged in work on the Client Premises aware of all relevant Health & Safety rules and issues. Tessella will ensure that Tessella's employees, contractors and agents comply with such rules.

22.4 If Tessella is delayed or impeded by any act or omission of the Client, the Superintending Officer shall grant to Tessella from time to time in writing such extension of time as may be reasonable and the Target Completion Date shall be amended accordingly. The Client shall reimburse Tessella all additional costs reasonably incurred by reason of Tessella being prevented from or delayed in proceeding with the Services by default on the part of the Client.

23 Project Supervision

23.1 The Superintending Officer and the Tessella Project Manager will have the authority to make non-contractual decisions on the relevant party's behalf and will be responsible for providing any information which may be required by the other party to perform its obligations under this Agreement.

23.2 The parties will procure that the Superintending Officer and the Tessella Project Manager meet or have a telephone conference at least once a month (or at such other frequencies as the parties may otherwise agree in writing) to discuss the progress and any issues arising in connection with this Agreement.

24 Change Control

24.1 If at any time either party identifies a requirement for a change to the Services to be provided under this Agreement, the party requesting the change will notify the other in writing, giving details of those change requirements.

24.2 Within five (5) Working Days after receiving or making the request (as appropriate), Tessella will notify the Client in writing of the time and cost needed to investigate the implications to the provision of the Services of implementing the requested change. The investigation will be carried out only on the Client's prior written approval. Tessella shall be entitled to charge for any such investigation so approved at its standard time and materials rates from time to time in force, regardless of whether such change is

subsequently implemented in accordance with the remaining provisions of this clause 24.

24.3 Following the investigation (if any) carried out pursuant to clause 24.2, Tessella will provide to the Client written details of the effect of the requested change. Tessella will use its reasonable endeavours to provide the Client with such details within ten (10) Working Days (or such longer period as may be agreed) after receipt of the Client's written instruction to proceed with the investigation.

24.4 All changes will be subject to the mutual agreement of Tessella and the Client. If the parties agree to implement a requested change, the details of the change (including the changes which are required to be made to the Services, Proposal, the Contract Price, the Contract Price Limit, and the consequential amendments (if any) to this Agreement) will be recorded in writing and signed by the parties, at which point this Agreement will be deemed to be modified accordingly.

24.5 Tessella will not be obliged to implement any requested change unless and until such time as it has been confirmed and agreed in writing by the parties.

24.6 Until such time as any change is agreed in writing, Tessella will, unless otherwise agreed, continue working on the Services as if such a change had not been requested.

25 Access to the Client Premises/Facilities

25.1 The Superintending Officer shall afford to the authorised personnel of Tessella at all reasonable times and with prior agreement which shall not be unreasonably withheld such access to the Client Premises, IT systems and equipment, and will provide Tessella, free of charge, any and all information, assistance and facilities which Tessella reasonably requires in order to fulfil its obligations under this Agreement.

25.2 The Client will obtain all necessary licences, permissions and consents:

25.2.1 for the use by, or disclosure to, Tessella of any and all Third Party Software, communications infrastructure and Client Data which are provided by the Client in connection with the performance of the Agreement;

25.2.2 necessary to enable Tessella to perform the Services;

and shall indemnify Tessella in respect of any losses, costs or damages incurred by Tessella as a result of a breach of this clause 25.2.

26 Proposal

26.1 The Client will determine whether or not the Proposal will satisfy the Client's requirements (and the Client agrees that this is the responsibility of the Client and not of Tessella).

26.2 The parties acknowledge that the Proposal contains a complete and exhaustive description of the functionality required from the Tessella Software and or Custom Software and/or the Services, and the parties shall not refer to any other document or communication in determining such functionality or requirements. Any changes to the Proposal must be agreed by the parties in accordance with clause 24 (Change Control).

27 Termination

27.1 The Agreement may be terminated immediately by either party at any time by giving notice in writing to the other if:

27.1.1 the other party commits any material breach of the Agreement which is not capable of being remedied, or

27.1.2 the other party has committed a material breach of the Agreement or part of the Agreement (as appropriate) and where capable of remedy has failed to remedy it within twenty eight (28) days of having been given written notice to do so; or

27.1.3 the other party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or if the other party has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

27.2 Either party may terminate the Agreement at any time by giving at least ninety (90) days notice in writing to the other.

27.3 Without prejudice to its other rights under the Agreement, Tessella may at its sole discretion elect to suspend performance of the Services or part of the Services until further notice in the event that the Client is in breach of a material term of this Agreement

27.4 Termination of the Agreement shall not prejudice any rights of either party that had arisen on or before the date of termination.

27.5 On termination or expiry of the Agreement, any indebtedness of the Client to Tessella will become immediately due and payable.

27.6 During the three (3) months immediately following termination or expiry of the Agreement, Tessella will provide to the Client such assistance as the Client may reasonably require in relation to the hand-over of the relevant Services to the Client or to such other provider as the Client may nominate. Tessella may invoice the Client for, and the Client will pay for, such assistance at Tessella's standard time and materials rates from time to time in force.

27.7 On termination of the Agreement by Tessella under clause 27.1, any licence the Client has to use the Tessella Software and/or Custom Software pursuant to this Agreement will cease immediately and within thirty (30) days of termination, the Client will certify to Tessella that all copies of the Tessella Software and/or Custom Software, in any form, have been destroyed or returned to Tessella.

27.8 Clauses 1, 5, 9, 19, 25, 27.4 - 27.8 and 29 - 43(inclusive) of this Agreement will survive termination or expiry of the Agreement (for whatever reason)

28 Free Issue Materials

28.1 All material or equipment supplied by the Client for use in this Agreement shall be kept by Tessella strictly for use in this Agreement and shall not be re-allocated to any other work whatsoever without the prior written consent of the Client.

28.2 All material or equipment so supplied shall remain the property of the Client and Tessella shall at all times and places until completion, keep and maintain such material and equipment under proper conditions and with all due and reasonable care subject in the case of equipment to fair wear and tear.

28.3 The Client shall insure all material or equipment so supplied against theft, fire or accidental damage while on Tessella's premises or while being transported between the Client Premises & Tessella premises.

29 Intellectual Property Rights

29.1 All Intellectual Property Rights in the Client Data are and will remain the property of the Client. The Client agrees that Tessella may use the Client Data in order to provide the Services and to calculate amounts payable in respect of the Services.

29.2 The Client warrants that the Client Data does not contain anything libellous, obscene or defamatory and that the use of the Client Data by Tessella as permitted under the Agreement will not infringe the Intellectual Property Rights, rights of privacy or any similar rights of any person.

29.3 Subject to clause 29.1 and to anything to the contrary in the Proposal, the Foreground IP will, as between the Client and Tessella, belong to Client. The Client now grants Tessella a non-exclusive, perpetual, royalty-free, worldwide licence to exploit such Foreground IP for its own business purposes.

29.4 Each party agrees, at the other party's request, to execute such documents and give such assistance that the other party may require from time to time, including after termination, to vest and confirm the rights referred to in clauses 29.1 to 29.3 (inclusive) to the other.

29.5 Neither party will have any rights in respect of the other's Intellectual Property Rights referred to in clauses 29.1 to 29.3 (inclusive) other than those rights expressly set out in the Agreement and on termination of the Agreement, all such rights or all such rights granted by the Agreement will come to an end.

29.6 Tessella warrants that the use of the Tessella Software and/or Custom Software and the Services as permitted by this Agreement will not infringe the Intellectual Property Rights of any third party. Tessella shall indemnify the Client against any claim from a third party that the Client's reasonable use of the Services in accordance with this Agreement infringes their copyright or database extraction rights enforceable provided that (i) Client undertakes to inform Tessella of such claim promptly, (ii) Tessella shall have sole control of the conduct of the defence of any such claim, (iii) Client shall provide Tessella with every reasonable assistance in the conduct of such defence of any such claim, and (iv) Client undertakes to inform Tessella promptly of any suspected or actual infringements of Tessella's proprietary rights by any third party.

29.7 The Client shall indemnify Tessella against any loss liability or cost incurred by Tessella as a result of the use of the Services by Client other than in accordance with this Agreement.

29.8 Tessella shall not have liability under this clause for any actual or alleged infringement arising out of:

29.8.1 compliance by Tessella with specific instructions given by the Client;

29.8.2 the use of item(s) in a manner neither recommended nor reasonably contemplated by Tessella;

29.8.3 modification to item(s) made by the Client or by any third party, unless such infringement would have arisen independently of such instructions, use, combination or modification.

30 Confidentiality

30.1 Each party acknowledges that any Confidential Information obtained from or relating to the other, is the property of that other. For the avoidance of doubt, the technical details of the Tessella Software (including, without limitation, its coding) will be part of the Confidential Information of Tessella, and the Client Data will be part of the Confidential Information of the Client.

30.2 Subject to the following provisions of this clause 30, each party will treat as confidential the Confidential Information of the other party.

30.3 Subject to clause 30.4, each party will:

30.3.1 only use Confidential Information for the purposes of the Agreement;

30.3.2 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 its professional advisors or auditors to the extent necessary); and

30.3.3 ensure that any third party to whom Confidential Information is disclosed executes a confidentiality undertaking in terms no less onerous than those of this clause 30.

30.4 The provisions of clause 30.3 do not apply to information which:

30.4.1 was, prior to its receipt by the receiving party from the disclosing party, in the possession of the receiving party without an obligation of confidence;

30.4.2 subsequently comes into the receiving party's possession other than as a result of a breach of confidence;

30.4.3 is or comes into the public domain other than as a result of a breach of this clause 30; or

30.4.4 the receiving party can demonstrate by documentary evidence was independently developed by or for the receiving party without access to the Confidential Information.

30.5 Each party may disclose the Confidential Information pursuant to a statutory obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body provided that it notifies the other party as soon as the requirement to notify arises and will use its reasonable endeavours to minimise the extent of such disclosure and, where possible, to ensure the continued confidentiality of the Confidential Information so disclosed.

30.6 The receiving party will, within ten (10) Working Days after receipt of a written request from the disclosing party, or on the termination of the Agreement or a Service, cease to use any Confidential Information or any Confidential Information relating to the relevant Service (as appropriate) of the disclosing party (including, without limitation, the Client Data) and must return to the disclosing party or, at the disclosing party's option, destroy all copies of the disclosing

party's Confidential information in its possession or under its control.

30.7 For the avoidance of doubt, nothing herein shall be construed as to prevent Tessella from using data processing techniques, ideas or know how gained during the performance of this Agreement in the pursuit of its normal business, to the extent that this does not result in the disclosure of Confidential Information or an infringement of any valid patents, copyrights or other intellectual property right of the Client.

31 Public Relations

31.1 No public announcement or other publicity relating to the Agreement will be made or issued at any time by either party without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), provided that nothing will prevent either party from:

31.1.1 making a brief press announcement of the Agreement as part of their public relations strategy; and/or

31.1.2 making reference to the fact that the Client is a client of Tessella to which Tessella provides the Services in marketing materials;

31.1.3 using endorsements from the Client in testimonials;

32 Limitation of Liability

32.1 Neither party excludes or limits liability to the other party for death or personal injury caused by that party's negligence, or for fraud.

32.2 Subject to clauses 32.1, 16.2 and 25.2, in no circumstances will either party (or, in the case of Tessella, its licensor) be liable to the other for any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, lost or wasted management time or time of other employees, or for any indirect, special or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if the other party was advised of or knew of the likelihood of that loss or type of loss arising.

32.3 Subject to clauses 32.1 and 32.2, Tessella's aggregate liability in a calendar year under or in connection with the Agreement in respect of a claim or a series of claims arising from the same or related event(s) will be limited to the fees paid by the Client to Tessella in that calendar year.

32.4 Except as expressly provided in the Agreement, all other representations, warranties, terms, conditions, undertakings and obligations whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, are excluded to the fullest extent permitted by law.

32.5 Tessella will not be liable to the Client under this Agreement for loss or damage suffered by the Client which arises from:

32.5.1 modifications to the Tessella Software made by any person other than Tessella;

32.5.2 using the Tessella Software or the Custom Software on or with equipment not supplied or approved by Tessella; or

32.5.3 failure on the part of the Client to comply with its obligations under the Agreement.

33 Offers of Employment

33.1 Each of Tessella and the Client hereby undertakes to the other that during the currency of this Agreement and for the period of twelve (12) months following upon its termination or expiry it will not directly or by its agent or otherwise induce or endeavour to induce any employee of the other to leave his/her employment.

33.2 In the event of the Client soliciting, enticing away, engaging or hiring an employee of Tessella who has worked on a project for the Client within twelve months of the termination or completion of the Services without obtaining the prior written agreement of Tessella, the Client shall:

33.2.1 inform Tessella without delay;

33.2.2 pay Tessella a fee of either:

a) 40% of the initial annual salary; or

b) 160% of the employee's income from Tessella over the previous three months;

whichever is the higher.

33.3 In the event of the Tessella soliciting, enticing away, engaging or hiring an employee of Client who has worked with Tessella in relation to the Services within twelve months of the termination or completion of the Services without obtaining the prior written agreement of Client, Tessella shall:

33.3.1 inform Client without delay;

33.3.2 pay Client a fee of either:

a) 40% of the initial annual salary; or

b) 160% of the employee's income from Client over the previous three months;

whichever is the higher.

34 Force Majeure

Neither party shall have any liability under or be deemed in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of that party including, without limitation, fire, explosion, flood, tempest, unusually adverse weather conditions, failure or shortage of power supplies, war, hostilities, riot or acts of terrorism ("Force Majeure"). The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If circumstances continue for a continuous period of one (1) month, either party may terminate the Agreement by written notice to the other party. For the avoidance of doubt, nothing in this clause 34 will excuse the Client from any payment obligations under this Agreement.

35 Notices

All notices to be given under the Agreement must be in writing and must be sent to the address of the intended recipient given at the beginning of the Agreement, or any other address or any fax number or any email address which the intended recipient may from time to time designate by notice given in accordance with the provisions of this clause 35. Any such notice must be delivered by hand, or sent by courier, or sent by first class prepaid letter (if Client is in the United Kingdom only) or by fax or by email and will be deemed to have been served:

35.1 if by hand, when left at the address for service;

35 2   if by courier, when signed for at destination;

35 3   if by first class post, two (2) Working Days after posting;

35.4   if by fax (subject to the sender's fax machine producing a successful transmission report), when despatched provided that where such transmission occurs on a day which is not a Working Day or after 4.00 p.m. on a Working Day, service will be deemed to occur on the next following Working Day; and

35 5   if by email (subject to the sender producing a valid sent receipt and not receiving any notification suggesting delivery has not been successful), when sent provided that where such sending occurs on a day which is not a Working Day or after 4.00 p.m. on a Working Day, service will be deemed to occur on the next following Working Day.

36   Assignment and Sub-Contracting

36 1   The Client may not assign, transfer, charge, sublicense or otherwise deal in or dispose of in whole or in part any of its rights or obligation under the Agreement without the prior written consent of Tessella (such consent not to be unreasonably withheld or delayed)

36 2   Tessella may assign the benefit of the Agreement and may delegate any of its duties under the Agreement, provided that, in the event that Tessella delegates any of its duties under the Agreement, Tessella will remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own

37   Entire Agreement

The Agreement, together with any documents referred to in it, contains the entire agreement and understanding between the parties and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to the subject matter of the Agreement and the Client agrees that (except in respect of fraud) it shall have no right or remedy in respect of any other representation, warranty, promise or assurance save for those contained in the Agreement.

38   Invalidity

The illegality or invalidity of any part of the Agreement shall not affect the legality or validity of the remainder of the Agreement.

39   No Waiver

Failure or delay by any party in exercising any right or remedy of that party under the Agreement shall not in any circumstances operate as a waiver of it, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy. Any waiver of a breach of, or default under, any of the terms of the Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

40   No Partnership/Agency

Nothing in the Agreement will constitute or will be deemed to constitute between the parties a partnership, association, joint venture or other co-operative entity, or constitute the relationship of principal and agent.

41   Third Party Rights

41.1   Subject to clause 41.2, no term of the Agreement will be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

41.2   The Client acknowledges that Tessella's employees, sub-contractors and suppliers shall have the benefit of the limits and exclusions of liability set out in this clause 41 in terms of the Contracts (Rights of Third Parties) Act 1999

42   Dispute Resolution

42.1   It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of the Agreement. Accordingly, it is agreed that the procedure set out in clause 42 shall be followed in relation to any matter of dispute between the parties concerning performance, procedure or management.

42.1.1   In the event that any disagreement or difference of opinion arises out of the Agreement, the matter shall be disposed of as follows:

42.1.2   the Tessella Project Manager and the Superintending Officer shall meet (either face-to-face or by telephone or video-conference) to attempt resolution. Should they not meet within fourteen (14) days of the date on which either party convenes a meeting to resolve the matter, or should they not be able to resolve the matter with fourteen (14) days days of first meeting, then

42.1.3   the matter shall promptly be referred by either party to the CEO or equivalent level of each party for immediate resolution.

42.2   If, within fourteen (14) days of the matter first having been referred to the CEOs no agreement has been reached as to the matter in dispute, the dispute resolution process shall be deemed to have been exhausted in respect of the matter in dispute, and each party shall be free to pursue the rights granted to it by this Agreement in respect of such matter without further reference to the dispute resolution process.

42.3   For the avoidance of doubt, clause 42 shall not prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by the other of the first-named party's Intellectual Property Rights.

43   Governing Law and Jurisdiction

The Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

SIGNATURES

Project title: Matlab Support
Proposal letter:
Project description: NPD/P9321/CD/PD/ dated 16 August 2017
Service agreement: NPD/P9321/CD/CI/ dated 09-June-2016

Signed for and on behalf of   Signed for and on behalf of
Tessella Ltd   United Kingdom Debt
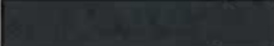   Management Office

Authorised Signatory   Authorised Signatory

Name: Name:

Title: Title:

Date: 16/8/2017   Date: 23|08|2017