

(1) UK Research and Innovation (UKRI)

and

(2) KHIPU Networks LTD

**JSL VULNERABILITY ASSESSMENT SERVICES FRAMEWORK
CALL-OFF SERVICES AGREEMENT**

PROFORMA CONTRACT

THIS AGREEMENT is made on the final date of signature

BETWEEN:

- (1) **UK Research and Innovation** whose registered office is at **Polaris House, North Star Avenue, Swindon, SN2 1FL** ("the Customer"); and
- (2) **KHIPU NETWORKS LIMITED** (Company Number 5218573) whose registered office is at 3, Prospect Court, Waterfront Business Park, Fleet GU51 3TW ("the Contractor").

BACKGROUND

- A. The Customer and the Contractor have entered into a framework agreement dated 16th April 2020 to enable the Customer to purchase vulnerability assessment services from the Contractor, and this agreement is a call-off contract under that framework agreement.
- B. The Customer wishes to engage the Contractor, and the Contractor agrees to be engaged, to provide the vulnerability assessment services specified in this agreement, upon the terms and conditions set out below.

AGREED TERMS

1. Definitions

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

Agreement	means these terms and conditions, and the Schedules attached hereto;
Anti-Slavery Policy	Jisc's anti-slavery policy which can be found at https://www.jisc.ac.uk/about/corporate/slavery-and-human-trafficking-statement
Applicable Law	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body;
Applicable EU Law	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 all 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;
Claims	means claims, demands, proceedings or other actions;

Commencement Date	means 4 th November 2022;
Commercially Sensitive Information	means the subset of the Contractor's Confidential Information listed in Schedule 4 that constitutes a trade secret;
Confidential Information	means any technical, financial and/or commercial information obtained or received directly or indirectly from the other Party in the course of or in anticipation of this Agreement;
Contractor Materials	means the works and/or materials of the Contractor that are listed as such in Schedule 1 (if any), that may be used by the Contractor in the course of the Services and/or that are supplied by the Contractor for incorporation into the Deliverables under licence;
Contractor Personnel	has the meaning given to it in Clause 17.2.4;
Controller, Data Subject and Processor	has the meaning given to them in the GDPR;
Customer Materials	means any data, hardware, software, documentation, information or other works or materials provided by the Customer to the Contractor during the course of the Services;
Data Protection Legislation	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction 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 ICO from time to time;
Data Subject Request	has the meaning given to it in Clause 17.4;
Deliverable	means any of the materials developed, created, written or prepared by the Contractor in the course of the Services, including any of the deliverables specified in Schedule 1;
EIR	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 ICO 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 Agreement;
Framework Agreement	means the framework agreement between (1) JSL; and (2) the Contractor, dated 16 th April 2020;
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;
ICO	means the UK Information Commissioner's Office (including any successor or replacement body);
ICO Correspondence	has the meaning given to it in Clause 17.4;
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;
Intellectual Property Rights	means any patent, trade mark, service mark, registered design, copyright, design right, database right, rights protecting confidential information, any applications for or rights to apply for any of the above and any other intellectual property right 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;
Jisc	means Jisc (company number 05747339) (or any successor body thereto) the holding company of JSL;
JSL	means Jisc Services Limited (company number 02881024) (or any successor body thereto);
Losses	means all losses, fines, liabilities, damages, awards, costs, Claims, amounts paid in settlement and expenses (including legal fees, disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties);

Modern Slavery Legislation	the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with all applicable anti-slavery and human trafficking laws, statutes, regulations, guidance or codes of practice issued by the relevant government department;
Order Form	means the Contractor's service order form relating to this Agreement, which is set out in Schedule 3;
Personal Data	has the meaning given to it in the GDPR and for the purposes of this Agreement includes Sensitive Personal Data;
Personal Data Breach	has the meaning given to it in the GDPR and, for the avoidance of doubt, includes a breach of Clause 17.2.2;
Processing	has the meaning given to it in the GDPR (and "Process" and "Processed" shall be construed accordingly);
Sensitive Personal Data	means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the GDPR;
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;
Term	means the term of this Agreement as set out in Clause 2; and
Termination Date	means the 15 th March 2024
1.2.	References in this Agreement 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 the Contractor will include reference to any personnel (employees or contractors (where permitted under Clause Error! Reference source not found.) used by the Contractor to perform the Services.
1.5.	Phrases introduced by the terms including, in particular, such as or any similar expression are illustrative and shall not limit the sense of the words following those terms.
1.6.	The following order of precedence shall apply in relation to any conflict, inconsistency or contradiction between the various documents referred to in this Agreement:

- 1.6.1. the terms and conditions in the main body of this Agreement; and
- 1.6.2. the Schedules to this Agreement; and
- 1.6.3. the Framework Agreement.

2. **The Term**

- 2.1. Unless terminated earlier by either Party in accordance with the terms and conditions of this Agreement, the Contractor will provide the Services from the Commencement Date until the Termination Date (the Initial Term).
- 2.2. The Customer may extend the term of this Agreement by notice in writing to the Contractor at any time prior to expiry of the Initial Term.

3. **The Services**

- 3.1. The Contractor will provide the Services described in Schedule 1 to this Agreement throughout the Term, on and subject to the terms and conditions of this Agreement.
- 3.2. The Contractor will provide the Services:
 - 3.2.1. using reasonable skill and care;
 - 3.2.2. using staff that are competent and skilled and experienced in the subject areas and other matters which relate to the Services they are to provide;
 - 3.2.3. using its own tools and equipment unless otherwise agreed by the Customer in writing;
 - 3.2.4. in a timely and professional manner;
 - 3.2.5. in accordance with the Service Levels and the timescales for performance set out in Schedule 1; and
 - 3.2.6. in accordance with the standards generally observed in the industry for similar services and, where applicable, as set out in Schedule 1.
- 3.3. The Contractor will use reasonable endeavours to ensure the continuity of its personnel and their involvement in the Services. Without prejudice to the foregoing, the Contractor will ensure that any individuals named in Schedule 1 as technical specialists remain engaged in the Services.
- 3.4. At its sole discretion, the Customer may reasonably require the removal of any of the Contractor's Personnel from the Services at any time during the Term and, the replacement of those personnel, and the Contractor will comply with those requirements.
- 3.5. If any change to the nature or scope of the Services or any other aspect of this Agreement is identified as being desirable by either the Contractor or the Customer, a request may be submitted to the other Party to effect such change. Any such request will be sufficiently detailed to enable the other Party to assess the impact of the proposed change. Any change to the nature or scope of the Services or any other aspect of this Agreement will only become effective when the Customer provides written confirmation (including by e-mail) of the agreed change and any applicable terms. Any agreed changes must be set out in the Order Form. If there is any conflict between the terms of the Order Form and the terms of this Agreement, the terms of this Agreement shall prevail unless the parties expressly state to the contrary within the Order Form.
- 3.6. The Contractor will comply with the reasonable requests of the Customer and co-operate with the Customer and any of its third party contractors so as to ensure the smooth and efficient delivery of the Services and their satisfactory completion.

- 3.7. Where the Contractor is required to attend the Customer's premises or has access to the Customer's IT infrastructure in undertaking the Services the Contractor will comply with the Customer's health and safety, security, conduct and other rules, procedures and requirements in relation to the Customer's property and systems as notified to the Contractor by the Customer in advance of such attendance or use.
- 3.8. The Contractor will act in the Customer's best interests and not do anything which might bring the Customer into disrepute. The Contractor will ensure that any advice given by the Contractor in the course of the Services is independent and unbiased.
- 3.9. The Contractor will use all reasonable endeavours to ensure that it does not introduce any virus or other specific vulnerability into any computer system used by the Customer and will ensure that no software, data or files residing on those systems will, at any time, be corrupted, damaged or rendered inaccessible by any act or omission of the Contractor.

4. Equipment

- 4.1. 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.

5. Acceptance

- 5.1. The Deliverables will be subject to acceptance by the Customer and will be accepted or rejected by the Customer following review and/or acceptance testing.
- 5.2. If the Customer rejects any Deliverable then the Customer will allow the Contractor a further reasonable period to remedy the problems, following which the Customer may repeat the review and/or acceptance tests. If such Deliverable is not then found by the Customer to be acceptable and such failure is, in the Customer's reasonable opinion, due to the Contractor's negligence or failure to provide the Services to a good professional standard, then without prejudice to any other rights and remedies that the Customer may have, the Parties shall agree an appropriate remedy (which may include an abatement of the Charges to reflect the sub-standard Deliverable).

6. The Customer's Obligations

- 6.1. The Customer will:
 - 6.1.1. ensure that its personnel co-operate fully with the Contractor in relation to the provision of the Services; and
 - 6.1.2. promptly provide the Contractor with such information and documents as it may reasonably request for the proper performance of its obligations hereunder and be responsible for ensuring that such information is true, accurate, complete and not misleading in any material respect.
- 6.2. Should the Customer fail to perform any of its obligations under this Agreement then the Contractor may request, under Clause 3.5, an appropriate change to this Agreement to reflect any delay, cost increase or other consequences arising from such failure.

7. Payment

- 7.1. The Customer will pay the Contractor the Charges, subject to acceptance by the Customer of the Deliverables as specified in Clause 5.1 and in accordance with Schedule 2.
- 7.2. Where any of the Services are provided on a time-and-materials or a time basis, the Contractor will keep accurate and up-to-date records of the time spent by the Contractor's Personnel in providing the Services and will submit those timesheets to the Customer for approval each week (or such other period as the Customer may request).

- 7.3. No expenses will be payable or reimbursed by the Customer unless those expenses are agreed by the Customer in writing and in advance of being incurred, are reasonable in amount and accord with the stipulations set out in Schedule 2 (where applicable), and are necessarily incurred in providing the Services; and all expenses claims must be accompanied by valid receipts or other evidence of expenditure.
- 7.4. The Contractor will deliver itemised invoices to the Customer in accordance with the payment profile set out in Schedule 2. All due and valid invoices will be paid by the Customer within 30 days of its receipt unless there is a bona fide dispute as to the amount of the invoice. For the avoidance of doubt, the Charges will be offset by any Service Credits due or payable by the Contractor to the Customer.
- 7.5. All Charges are stated exclusive of value added tax which, if applicable, should be added by the Contractor to its invoices at the prevailing rate and will be paid by the Customer accordingly. The Contractor is responsible for arranging its own tax affairs in an appropriate manner and for accounting to the appropriate authorities.
- 7.6. Subject to Clauses 7.3 and 7.5, the Customer will not be obliged to pay any amounts in excess of the Charges set out in Schedule 2, unless the prior written agreement of the Customer has been obtained.

8. Progress Meetings

- 8.1. The Parties agree to meet as often as is reasonably necessary, and at least quarterly, to facilitate the operation of this Agreement 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.
- 8.2. The Parties will arrange for certain of its employees, agents or subcontractors to attend from time to time as may be appropriate.
- 8.3. 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.
- 8.4. 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.
- 8.5. The meetings will be held at the Customer's offices, or at any other location agreed between the Parties.

9. Warranties

- 9.1. The Contractor warrants that:
 - 9.1.1. it will provide the Services and will carry out its obligations in this Agreement in accordance with Applicable Law;
 - 9.1.2. it has the full right, power and authority to enter into and perform this Agreement in accordance with its terms;
 - 9.1.3. it will at all times have adequate levels of resource to allow the performance of the Services in accordance with the terms of this Agreement, including but not limited to the timescales for performance;
 - 9.1.4. the Equipment and any associated software shall be free from material defects and will materially comply with any agreed specification(s);
 - 9.1.5. it has and will for the duration of this Agreement 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;
- 9.1.6. the Services will (where relevant) meet or exceed the Service Levels set out in Schedule 1 and any applicable industry standards;
 - 9.1.7. it will provide the Services in a timely, reliable and professional manner and will carry out its obligations in this Agreement in accordance with all applicable telecommunications, data protection and other laws, licences and regulations in force from time to time;
 - 9.1.8. the Deliverables except those parts of them, if any, that are Customer Materials [or Contractor Materials will be original works of authorship and the use or possession thereof by the Customer will not subject the Customer to any claim for infringement of any Intellectual Property Rights of any third party;
 - 9.1.9. other than in respect of any Customer Materials, the Contractor is, the sole beneficial owner of all Intellectual Property Rights in the Deliverables;
 - 9.1.10. the Contractor has not granted any licences or other rights or assigned any rights in respect of any of the Deliverables to any third party nor agreed to do any of the above;
 - 9.1.11. all software used by or on behalf of the Contractor will be currently supported versions of that software and will perform in all material respects in accordance with any specification described in Schedule 1;
 - 9.1.12. 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;
 - 9.1.13. in relation to this Agreement 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;
 - 9.1.14. 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;
 - 9.1.15. it shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK
 - 9.1.16. it shall, at all times during the Term comply with Modern Slavery Legislation and Anti-Slavery Policy and require that each of its subcontractors and suppliers shall comply with the Modern Slavery Legislation and Anti-Slavery Policy;
 - 9.1.17. its responses to any due diligence queries made by the Customer are complete and accurate;
 - 9.1.18. neither the Contractor nor any of its officers, employees or other persons associated with it:

- i. has been convicted of any offence involving slavery and human trafficking; and
 - ii. to the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- 9.1.19. it shall notify the Customer as soon as it becomes aware of:
 - i. any breach, or potential breach, of the Anti-Slavery Policy; or
 - ii. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 9.1.20. it will not engage in any activity, practice or conduct which would constitute either:
 - i. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - ii. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 9.1.21. it will have and shall maintain in place throughout the Term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Contractor) and to ensure compliance with Clause 9.1.20;
- 9.1.22. promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement;
- 9.1.23. it will throughout the Term comply with, monitor and enforce the procedures referred to in Clauses 9.1.14 and 9.1.21. For the purposes of Clauses 9.1.14 and 9.1.21 the meaning of reasonable prevention procedures shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Contractor includes any sub-contractor of the Contractor.
- 9.2. The Customer warrants that:
 - 9.2.1. subject to Clause 9.1.5, it has and will for the duration of this Agreement 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 Agreement; and
 - 9.2.2. it has the full right, power and authority to enter into and perform this Agreement in accordance with its terms, and such entry and performance does not and will not violate or infringe the Intellectual Property Rights or other rights of any other persons.
- 9.3. Specific warranties regarding any Equipment to be provided by the Contractor are set out in Schedule 5.
- 9.4. 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.
- 10. **Ownership of Intellectual Property Rights**
- 10.1. The Contractor now grants to the Customer a worldwide, royalty-free, irrevocable non-exclusive licence (with the right to sub-licence such rights) to do any act or thing in relation to

the Deliverables which would otherwise be an infringement of the Contractor's Intellectual Property Rights therein.

- 10.2. If the Contractor is a distributor or reseller of hardware or software being provided to the Customer pursuant to this Agreement, 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 Agreement are passed on to the Customer such that the Customer can enforce those indemnities and warranties directly against such hardware manufacturers and software suppliers.
- 10.3. The Contractor warrants, represents and confirms that all authors of the Deliverables have waived their moral rights in relation to the Deliverables arising under the Copyright, Designs and Patents Act 1988 and so far as is legally possible, any equivalent rights that they might otherwise have anywhere in the world.
- 10.4. The Contractor will not acquire any right, title or interest in the Customer Materials, and the Contractor will return such Customer Materials to the Customer on request and, in any case, on the completion or earlier termination of this Agreement. The Contractor may not use or copy any of the Customer Materials for any purpose other than for complying with this Agreement.
- 10.5. Nothing in this Agreement will prevent the Contractor using its general experience and know-how gained in the course of working on any other project in any other context provided it does not breach Clause 12 below.
- 10.6. On the Customer's request, the Contractor will do all things and sign all documents or instruments reasonably necessary in the Customer's opinion to enable the Customer to obtain, defend and enforce its rights in the Deliverables, and to defend any third party claim arising from the Customer's possession, use or exploitation of any of the Deliverables.

11. Intellectual Property Indemnity

- 11.1. The Contractor will indemnify and keep indemnified the Customer against all and any Losses 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.
- 11.2. The Customer will 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 11.1.
- 11.3. The Customer will permit at the Contractor's cost and expense to conduct any litigation, which may ensue in respect of any alleged infringement of Intellectual Property Rights as referred to in Clause 11.1 and all negotiations for a settlement of any Claim provided that:
 - 11.3.1. the Contractor conducts such litigation with due diligence and in such a way as not to bring the reputation or good name of the Customer into disrepute;
 - 11.3.2. the Contractor provides the Customer with such security for costs and damages that might be awarded by a competent court against the Customer;
 - 11.3.3. the Contractor will not be entitled to settle or compromise any Claims against the Customer without the Customer's prior written consent (such consent not to be unreasonably withheld); and
 - 11.3.4. the Contractor will report to the Customer in relation to the litigation and will keep the Customer informed of developments in the litigation.

- 11.4. The Customer will give the Contractor all reasonable assistance (at the Contractor's expense) which may be requested by the Contractor in connection with its conduct of litigation in accordance with Clause 11.3.
- 11.5. Without prejudice to the provisions of Clause 11.1, 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):
 - 11.5.1. 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
 - 11.5.2. procure for the Customer the right to retain and continue to use the affected article.
- 11.6. If the Contractor modifies or replaces the infringing element, the modified/replacement item must comply with the terms of this Agreement, including but not limited to any warranties and any specifications.
- 11.7. The Contractor shall have no liability to indemnify the Customer against any Claim of the kind referred to in Clause 11.1 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 11.5.1.

12. **Confidentiality**

- 12.1. Subject to the following provisions of this Clause 12 each Party will treat as confidential the Confidential Information of the other Party.
- 12.2. Subject to Clauses 12.3 and 12.4, each Party will:
 - 12.2.1. only use Confidential Information for the purposes of this Agreement;
 - 12.2.2. 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 in each case to the extent necessary and so long as those parties are subject to confidentiality obligations in respect of such information that are no less onerous than those set out in this Clause 12; and
 - 12.2.3. 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 12 (subject to Clause 12.2.2 above).
- 12.3. The provisions of Clause 12.1 will not apply to any Confidential Information which:
 - 12.3.1. is in or comes into the public domain other than by breach of this Clause 12; or
 - 12.3.2. the 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 Agreement nor access to such Confidential Information, or (ii) was in the possession of the recipient Party prior to the date of the disclosure.

- 12.4. Each Party may disclose the Confidential Information under a legal or parliamentary obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body provided that it notifies the other Party where practicable and where permitted under Applicable Law and will use its reasonable endeavours to ensure that any such disclosure is made in a manner which so far as possible under Applicable Law, ensures the confidentiality of the Confidential Information.
- 12.5. Subject to the above provisions of this Clause 12, the 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.
- 12.6. The Contractor will not use the Customer's name in, or refer to the Customer's name in, any publicity or promotional material or give the Customer (or member of its staff) as a referee, without first obtaining the written consent of Jisc.
- 12.7. The Customer is subject to the requirements of the FOIA or EIR and is 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 or EIR 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
- 12.8. This Clause 12 will survive termination (however caused) or expiry of this Agreement and continue for 6 years thereafter.

13. **Liability**

- 13.1. Nothing in this Agreement will limit or exclude:
 - 13.1.1.1. the liability of either Party for death or personal injury arising out of its negligence, or for its fraud; or
 - 13.1.1.2. the liability of the Consultant under Clause 11 (Intellectual Property Indemnity) or Clause 23.2 (Status of Consultant) or for its breach of Clause 12 (Confidentiality).
- 13.2. Subject to Clause 13.1, in no circumstances will either Party be liable to the other Party for:
 - 13.2.1. any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect); or
 - 13.2.2. any loss or corruption of any data, database or software, other than as a result of a breach of Clause 3.9, Clause 12 (Confidentiality) or Clause 17 (Data Protection); or
 - 13.2.3. for any indirect, special or consequential loss arising out of or in connection with this Agreement,

whether or not that Party had been advised of, or knew of, the likelihood of that loss or type of loss arising.
- 13.3. Without prejudice to Clause 13.2 and subject to Clause 13.1, each Party's maximum aggregate liability under or in connection with this Agreement or its subject matter will not exceed 125%
- 13.4. 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.

- 13.5. Except as expressly provided in this Agreement, all representations, conditions and warranties, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

14. Insurance

- 14.1. The Contractor undertakes that for the duration of this Agreement, it will be covered against employee misfeasance, negligence, 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:

- 14.1.1. Professional Indemnity and Cyber Insurance: £5,000,000 aggregate

Public and Products Liability: £10,000,000 each occurrence

Employers' Liability: £10,000,000 each occurrence

- 14.2. The Contractor will produce to the Customer, at its reasonable request, satisfactory evidence of the insurance arrangements described Clause 14.1 such as producing the relevant insurance policies and receipts for the last premium.

15. Termination

- 15.1. This Agreement may be terminated by the Customer at any time by giving the Contractor not less than 90 days' prior written notice of termination.

- 15.2. Without prejudice to the rights and remedies of the Contractor and the Customer under this Agreement, either Party may terminate this Agreement immediately by giving the other Party written notice:

15.2.1. in the event of a material breach by the other Party which is incapable of remedy;

15.2.2. 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 30 Business Days of having been notified of such breach; or

15.2.3. 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.

- 15.3. Without prejudice to the rights and remedies of the Customer under this Agreement, the Customer may terminate this Agreement as a whole immediately by giving the Contractor written notice if the Contractor:

15.3.1. is guilty of any fraud, dishonesty or serious misconduct;

15.3.2. is guilty of any conduct which may tend to bring the Customer into disrepute, or is convicted of a criminal offence; or

15.3.3. breaches any of the warranties in Clause 9.1 above.

16. Consequences of Termination

16.1. On the expiry or termination of this Agreement:

- 16.1.1. subject to Clause 16.2, all rights and obligations of the Parties under this Agreement will automatically terminate except for such rights of action as will have accrued prior to the date of termination or expiry;
- 16.1.2. unless where the Customer has terminated this Agreement pursuant to Clause 15.2 or Clause 15.3, the Customer will pay the Contractor for all unpaid Charges and reimbursable expenses accrued up to the date of expiration or termination; where the Customer has paid any Charges in advance and this Agreement is terminated prior to the end of the period for which those Charges were due, then the Contractor shall promptly reimburse the Customer the proportion of such Charges as relate to the period following the date of termination;
- 16.1.3. each Party 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;
- 16.1.4. each Party will return to the other any property of the other that it then has in its possession or control; and
- 16.1.5. the Contractor will provide such reasonable assistance as may be required by the Customer in order to achieve an orderly transfer of the provision of the Services from the Contractor to the Customer or to another service provider nominated by the Customer (and shall comply with its obligations in Clause 17.2.8).

16.2. On the expiration or termination of this Agreement, Clauses 1 (Definitions), 10 (Ownership of Intellectual Property Rights), 11 (Intellectual Property Indemnity), 12 (Confidentiality), 13 (Liability), 16 (Consequences of Termination), 17 (Data Protection), 18 (Non-Solicitation), 23 (Status of Consultant), 25 (Notices), 27 (Rights of Third Parties) and 29 (Governing Law and Jurisdiction) of this Agreement will continue notwithstanding termination.

17. Data Protection¹

- 17.1. 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.
- 17.2. 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 Agreement, the Contractor shall:
 - 17.2.1. use, access or otherwise Process the Personal Data only in accordance with the Customer's lawful instructions;
 - 17.2.2. take, implement, maintain and monitor appropriate technical and organisation 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;

¹ If the Contractor is processing any sensitive personal data or a large amount of personal data then more comprehensive provisions may be needed.

- 17.2.3. not transfer any Personal Data outside the European Economic Area without the Customer's prior written consent;
 - 17.2.4. 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 (**Consultant 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;
 - 17.2.5. on the Customer's request, allow the Customer or any regulator (including the ICO) to audit the Contractor's compliance with this Clause 17;
 - 17.2.6. not sub-contract any Processing of the Personal Data without meeting the conditions set out in Clause 19.1;
 - 17.2.7. 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
 - 17.2.8. on termination of this Agreement, 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 Consultant is required to retain copies by Applicable EU Law.
- 17.3. The Contractor shall notify the Customer immediately (and in any event, within 24 hours, if it:
- 17.3.1. becomes aware of any: (i) Personal Data Breach; (ii) breach of this Clause 17; or (iii) breach of the Data Protection Legislation, whether committed by the Contractor, Contractor Personnel, or any sub-contractors appointed by the Contractor;
 - 17.3.2. is required by any Applicable EU Law to act other than in accordance with any of the Customer's instructions given under Clause 17.2.1, provided the Contractor is not prohibited by law from so notifying the Customer; or
 - 17.3.3. considers, in its opinion (acting reasonably), that any of the Customer's instructions under Clause 17.2.1 infringe any of the Data Protection Legislation.
- 17.4. 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 ICO (**ICO Correspondence**), and shall: (i) not disclose any Personal Data in response to any Data Subject Request or ICO 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 ICO Correspondence.
- 17.5. 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 17.
18. **Non-Solicitation**
- 18.1. Neither Party will (whether directly or indirectly or whether on its own account or for the account of any other person, firm or company, or as agent, director, partner, manager, employee, contractor or shareholder of or in any other person, firm or company) at any time

from the Commencement Date until expiry of one year after the date of termination or expiry, solicit any person then employed by the other Party who has been involved in the provision or receipt of the Services without the prior written consent of that other Party.

19. Assignment and sub-contracting

- 19.1. Subject to Clause **Error! Reference source not found.** below, neither Party may assign its rights under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 19.2. Either Party (the **Assigning Party**) may assign any of its rights under this Agreement to any member of its Group. In such cases:
 - 19.2.1. the Assigning Party will promptly inform the other Party in writing of the identity of the assignee; and
 - 19.2.2. if the relevant assignee ceases to be a member of the Assigning Party's Group then the Assigning Party will ensure that this Agreement is promptly transferred back to the Assigning Party or a member of its Group.
- 19.3. The Contractor may not sub-contract any of its obligations under this Agreement without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed. Where the Customer's prior written consent is given, the Contractor will:
 - 19.3.1. ensure that 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 Clause 17; and
 - 19.3.2. remain primarily liable under this Agreement 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.

20. Severability

- 20.1. If any provision of this Agreement, 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 Agreement will nevertheless remain legal, valid, and enforceable.

21. Variation

- 21.1. This Agreement will be modified only by the written agreement of both Parties and, subject to Clause 3.5, no variation, deletion or replacement of this Agreement will be effective unless made in writing and signed by both Parties.

22. Force Majeure

- 22.1. Notwithstanding anything herein to the contrary but subject to Clause 22.2, neither Party will be liable for any delay or failure in performance of any part of this Agreement, (other than for payment obligations set out in Clause 7), to the extent such delay or failure is attributable to a Force Majeure Event.
- 22.2. Each Party which is prevented from carrying out its obligations as a result of a Force Majeure Event will notify the other Party immediately 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 on the provision of the Services in accordance with this Agreement.

- 22.3. If performance of the obligations of the Consultant is substantially prevented for a continuous period of 25 Business Days or more by virtue of any Force Majeure Event then the Customer may terminate this Agreement, without any liability, by giving the Contractor written notice.

23. Status of Consultant

- 23.1. Nothing in this Agreement and no action taken by the Parties under this Agreement will constitute or be deemed to constitute between the Parties an agency, a partnership, association, joint venture, or other co-operative entity.
- 23.2. The Contractor's Personnel will be employees or subcontractors of the Contractor and not of the Customer. The Contractor will indemnify the Customer against all and any Losses and Claims in relation to any such matters or in relation to any Claims that any of the Contractor's Personnel are or were at any time employees of the Customer including (without limitation) any Claim made by the Contractor, any employee or former employee of the Contractor (or any person claiming to be such), or by any trade union, staff association or representative or any such person, regardless of whether the Claim relates to redundancy, unfair dismissal or any other matter within the jurisdiction of any court or employment tribunal, wrongful dismissal, breach of contract, sex, disability or race discrimination or equal pay, and regardless of whether the Claim arises at common law, in tort or otherwise.

24. No Waiver

- 24.1. Failure by either Party to exercise or enforce any right or benefit conferred by this Agreement 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.

25. Notices

- 25.1. Any notice required or authorised to be given under this Agreement will be delivered by hand or by post to the relevant address stated below at Clause 25.2 and 25.3 or, if another address is notified as a replacement address, 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. Notices may also be delivered by email to the email address (if any) set out in Clause 25.2 or 25.3 as applicable, or if another email address is notified as a replacement email address, to that other email address, provided that the sender is able to verify that the email reached the recipient's servers without error. In such cases, service will be upon the email reaching the server.

- 25.2. Notices for the Customer are to be sent to the postal address or email address below:

information.security@stfc.ac.uk

and must be copied by email to PROCUREMENT@stfc.ac.uk

- 25.3. Notices for the Contractor are to be sent to the postal address or email address below:

FAO JISC Contract Management

3 Prospect Court
Waterfront Business Park
Fleet
GU51 3TW
legal@khipu-networks.com

- 25.4. 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 Agreement between Science and Technology Facilities Council and KHIPU Networks.

26. Entire Agreement

- 26.1. This Agreement, together with the Framework Agreement under which this Agreement forms a call-off 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 Agreement. Each of the Parties acknowledges and agrees that it does not enter into this Agreement 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 Agreement (whether negligently or innocently made) except those expressly repeated or referred to in this Agreement or in the Framework Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under this Agreement or the Framework Agreement. Nothing in this Clause will operate to limit or exclude liability for fraud.

27. Rights of Third Parties











- 27.1. No person who is not a party to this Agreement has any right to prevent the variation or cancellation of any provision of this Agreement or its or termination, and no person who is not a party to this Agreement may enforce any benefit conferred upon them by this Agreement, unless this Agreement expressly provides otherwise.

28. Dispute Resolution

- 28.1. 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 28.2 to 28.5 below.
- 28.2. The aggrieved Party will provide the other Party with written notice of the problem and the problem will initially be referred to the first level contact given in the table below (the **First Level**).
- 28.3. If the problem is not resolved at the First Level or a corrective plan of action has not been mutually agreed within 10 Business Days of giving the dispute notice then either Party will have the option to escalate the matter to the second level contact given in the table below (the **Second Level**).
- 28.4. If the problem is not resolved at the Second 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 will have the option to escalate the matter to the final level contact given in the table below (the **Final Level**).
- 28.5. 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.

Table of Contacts

Each Party agrees to keep the other Party informed of any changes to the contact details in the table below, throughout the Term:

28.6. 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 28.1 to 28.5, they may agree 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.

28.7. 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. The commencement of mediation will not prevent the Parties commencing or continuing court proceedings, unless the Parties agree otherwise.

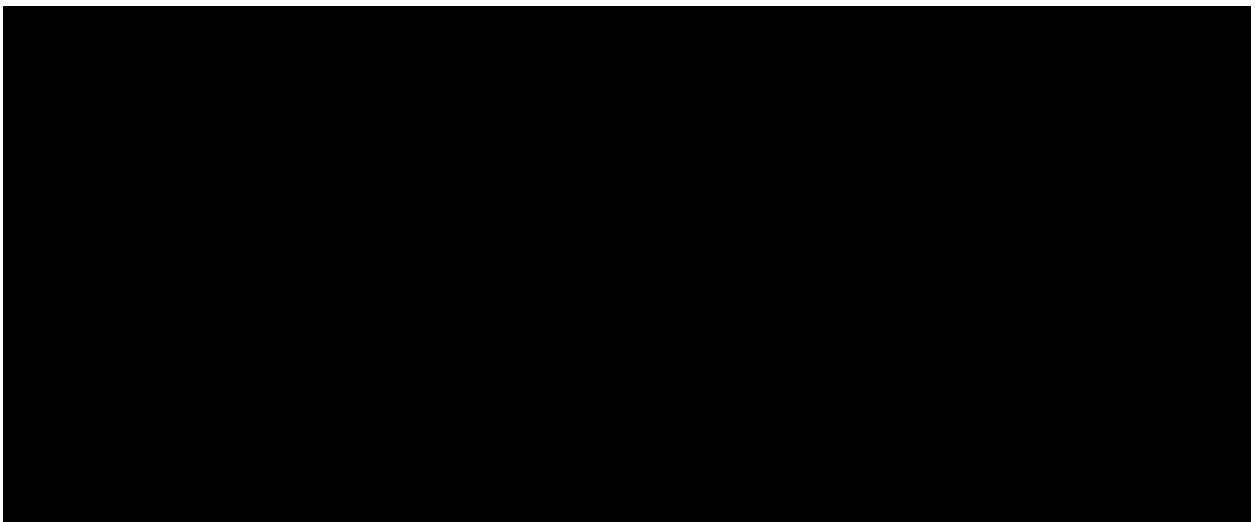
29. Governing Law and Jurisdiction

29.1. This Agreement will be governed and construed in accordance with the laws of England and Wales and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

THIS AGREEMENT has been entered into by the Parties on the date stated at the beginning of this document and is signed by their authorised officers below.

Signed for and on behalf of UK Research and
Innovation by its authorised representative

Signed for and on behalf of Khipu Networks
LTD



SCHEDULE 1**SERVICES**

CONTRACT TERM AND SERVICES TO BE PROVIDED	
Contract Term	4 th November 2022 – 15 th March 2024
Services	Co-termed Support Pre-Paid (04/11/2022 - 15/03/2024) GSM 400 Subscription GSM 600 Subscription GSM 650 Subscription
SERVICES SUPPLY	
Services to be supplied	Full details of the Services (including any Deliverables) to be provided by the Contractor will be listed in Appendix 1 to this Schedule.
Locations where Services are to be installed	Full details of the locations where the Services are to be installed to be set out in Appendix 1 to this Schedule.
Contractual Delivery Date for supply of Services	4 th November 2022
Service Credits for late delivery of the Services.	The Service Credits for late delivery of the Services are set out in Appendix 2 of this Schedule.
SERVICES SUPPORT	
Services to be supported	Details of the Services to be supported are set out in Appendix 3 of this Schedule.
Service Level Agreement for Services Support	The service level agreement for the relevant level of Services Support is set out in Appendix 4 (Contractor's standard SLAs).
Service Credit for missing Services Support SLA	The Service Credits for failure to meet the Services Support SLA are set out in Appendix 5 of this Schedule
Contract Termination Obligations (only applicable to Services Support)	N/A
EQUIPMENT SUPPLY	
Equipment to be supplied	Full details of the Equipment (including any Deliverables) to be provided by the Contractor will be listed in Appendix 1 to this Schedule.
Locations where Equipment is to be installed	Full details of the locations where the Equipment is to be installed to be set out in Appendix 1 to this Schedule.
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	Details of the Equipment to be maintained are set out in Appendix 3 of this Schedule.
Service Level Agreement for Equipment Support	The service level agreement for the relevant level of Equipment Support is set out in Appendix 4 (Contractor's standard SLAs).
Service Credit for missing SLA related to time-to-fix of faults	The Service Credits for failure to meeting SLA on time-to-fix of service affecting faults are set out in Appendix 5 of this Schedule
Contract Termination Obligations (only applicable to Equipment Support)	N/A
KEY PERSONNEL AND TECHNICAL SPECIALISTS	
Key Personnel and Technical Specialists	Full details of the individuals who are key to delivering the Services including any Equipment will be listed in Appendix 6 to this Schedule.



<u>INFORMATION SECURITY, INDUSTRY STANDARDS AND SOFTWARE SPECIFICATION</u>	
Information Security	[REDACTED]
Industry Standards	Not Applicable
Software Specification	As per Appendix 1
CONTRACTOR MATERIALS	
Contractor Materials	Not Applicable
CONTACT INFORMATION	
Contractor contact details	<p>[REDACTED]</p> <p>Address: KHIPU Networks Limited, Registered Office: 3 Waterfront Business Park, Fleet, Hampshire GU51 3TW</p> <p>Telephone: +44 0345 272 0900</p> <p>[REDACTED]</p>
Customer contact details	<p>[REDACTED]</p> <p>Address: Science and Technology Facilities Council, Polaris House North Star Avenue, Swindon, SN2 1SZ</p> <p>[REDACTED]</p>

Appendix 1

Services and Equipment list and location for installation if required.

The total value of this contract will not exceed £44,231.05 excluding VAT.

Khipu Networks LTD will supply UKRI with Greenbone support subscription as per quote KNLQ28888 referenced in the below breakdown:

 By Appointment to Her Majesty the Queen Network Security Provider KHIPU Networks Limited Hampshire	 K H I P U The Cyber Security Company KHIPU Networks Ltd 3 Waterfront Business Park Fleet, Hampshire GU51 3TW	QUOTE CLASSIFICATION - CUSTOMER CONFIDENTIAL Our Ref KNLQ28888 Quote Date 02-11-2022 Quote Prepared By [REDACTED]
Quote For: Science and Technology Facilities Council		Quote Valid Until 03/11/2022 Terms 30 days

Description	Qty	Unit Price	Ext. Price
Greenbone Solution - Co-term Renewal Maintain Standard, 08:00 - 18:00, Monday to Friday (Excluding Bank/Public Holidays), Telephone, Email and Remote Access Support, Online Support Portal, Next Business Day Hardware Ship (for applicable hardware only), Quarterly Service Reviews, Software Releases (Major and Minor) and Updates			
Co-termed Support Pre-Paid (04/11/2022 - 15/03/2024) GSM 400 Subscription			£8,398.30
GSM 600 Subscription			£13,997.17
GSM 650 Subscription			£21,835.58
		Subtotal	£44,231.05
		VAT	£8,846.21
		Total	£53,077.26

KHIPU Networks quotes are valid for 7 Days unless otherwise stated. All prices exclude VAT and are subject to our terms and conditions of business attached and which are available upon request. Unless agreed otherwise in writing, standard payment terms are in full within 30 days of the invoice date. The invoice date will be the date on when the goods or services have been delivered to the customer. E and OE.

New Flexible Payment Solutions now available including deferral, interest-free and buy-back programs.
 Please contact your account manager for a cost proposal.

Appendix 2

Service Credits for Late Delivery of Services and/or Equipment

Number of calendar days delivery of order is delayed	Service credit (as % of the total value of affected items on the order):
1-5 days	waived
6-9 days	2%
10 +	2% plus 1% for each further 10 day period or part thereof, capped at 5%

The payment of any Service Credits shall be without prejudice to any other rights and/or remedies that the Customer may have for the breach in question. The amount of any Service Credits due to the Customer shall be set off against any damages payable to the Customer in respect of that breach.

The Contractor must provide the target delivery date for Equipment Services at the quotation stage. This date must be confirmed when the Order is placed, which will be treated as the Contractual Delivery Date for calculation of the Service Credits for late delivery.

In the event of a Force Majeure event or global supply chain problem affecting delivery of a specific Order, the Contractor must immediately inform the Customer of the situation and re-set the contractually agreed delivery date as soon as possible.

Appendix 3

List of Services and/or Equipment for Maintenance Support

Description
Greenbone Solution - Co-term Renewal
Maintain Standard, 08:00 - 18:00, Monday to Friday (Excluding Bank/Public Holidays), Telephone, Email and Remote Access Support, Online Support Portal, Next Business Day Hardware Ship (for applicable hardware only), Quarterly Service Reviews, Software Releases (Major and Minor) and Updates
Co-termed Support Pre-Paid (04/11/2022 - 15/03/2024)
GSM 400 Subscription
GSM 600 Subscription
GSM 650 Subscription

Appendix 4

Service Level Agreement for Services and/or Equipment Support

Maintain Standard,
08:00 - 18:00, Monday to Friday (Excluding Bank/Public Holidays), Telephone,
Email and Remote Access Support, Online Support Portal, Next Business Day
Hardware Ship (for applicable hardware only), Quarterly Service Reviews,
Software Releases (Major and Minor) and Updates

Appendix 5

Service Credits for failure to meet SLA for Services and/or Equipment Support

Service credits are issued in the form of “service tokens”. A service token entitles the user to call upon the professional services of Khipu Networks for work outside of their standard maintenance contract. Service credits are issued and discussed during the quarterly service review meetings, based upon the number of SLA failures in the prior quarter.

Number of Calls failing SLA	Service Credits
0-1	N/A
2	2
3	3
4	4
5	5 (Capped)

The payment of any Service Credits shall be without prejudice to any other rights and/or remedies that the Customer may have for the breach in question. The amount of any Service Credits due to the Customer shall be set off against any damages payable to the Customer in respect of that breach.

If the number of SLA breaches exceeds 30% of the total number of fault calls over 12 months, then the Customer is encouraged to notify this to Jisc Services Ltd as a serious issue to be reviewed at the regular service review meetings between Jisc Services Ltd and the Contractor under the Framework Agreement.

Appendix 6 Key Personnel and Technical Specialists


[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

SCHEDULE 2


Charges and Payment Profile

The total value of this contract will not exceed £44,231.05 excluding VAT.

Khipu Networks LTD will supply UKRI with Greenbone support subscription as per quote KNLQ28888 referenced in the below breakdown:



By Appointment to
Her Majesty the Queen
Network Security Provider
KHIPU Networks Limited
Hampshire



The Cyber Security Company

KHIPU Networks Ltd
3 Waterfront
Business Park
Fleet, Hampshire
GU51 3TW

QUOTE

CLASSIFICATION - CUSTOMER CONFIDENTIAL

Our Ref KNLQ28888

Quote Date 02-11-2022

Quote Reference [REDACTED]

Quote For:

Science and Technology Facilities Council

Quote Valid Until 03/11/2022

Terms 30 days

Description	Qty	Unit Price	Ext. Price		
Greenbone Solution - Co-term Renewal					
Maintain Standard, 08:00 - 18:00, Monday to Friday (Excluding Bank/Public Holidays), Telephone, Email and Remote Access Support, Online Support Portal, Next Business Day Hardware Ship (for applicable hardware only), Quarterly Service Reviews, Software Releases (Major and Minor) and Updates	[REDACTED]	[REDACTED]			
Co-termed Support Pre-Paid (04/11/2022 - 15/03/2024)					
GSM 400 Subscription			£8,398.30		
GSM 600 Subscription			£13,997.17		
GSM 650 Subscription			£21,835.58		
Sub Total			£44,231.05		
VAT			£8,846.21		
Total			£53,077.26		

KHIPU Networks quotes are valid for 7 Days unless otherwise stated. All prices exclude VAT and are subject to our terms and conditions of business attached and which are available upon request. Unless agreed otherwise in writing, standard payment terms are in full within 30 days of the invoice date. The invoice date will be the date on when the goods or services have been delivered to the customer. E and OE.

New Flexible Payment Solutions now available including deferral, interest-free and buy-back programs.
 Please contact your account manager for a cost proposal.

SCHEDULE 3
Contractor's Service Order Form
NOT APPLICABLE

SCHEDULE 4

Commercially Sensitive Information

NOT APPLICABLE

SCHEDULE 5

Equipment and Software

The Equipment shall comply with the specification set out in Appendix 1 to Schedule 1.

The Contractor will deliver the Equipment to the location(s) in accordance with the timescales set out in Schedule 1.

Risk of loss or damage to the Equipment passes to the Customer upon delivery to the location(s) specified in Schedule 1.

Title to the Equipment shall pass to the Customer upon final payment of the applicable price for that Equipment.

END OF CONTRACT