

MULTI-SERVICE FRAMEWORK AGREEMENT

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1 DEFINITIONS AND INTERPRETATION

1.1 In these Framework Terms, each Order and relevant Service Annex, the following terms shall have the following meanings:

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| Access | means the Customer's remote, electronic or physical access to the Services; |
| Affiliate | means any corporation, firm, partnership or other entity that directly or indirectly Controls, or is Controlled by, or is under common Control with the relevant Party; |
| Authorised Representative | means a person duly authorised by a Party to perform the obligations of that Party under this Framework Agreement or an Order; |
| Beyond Economic Repair | means any Supported Equipment, which has come to the end of its natural service life or which is beyond economic repair. Supported Equipment shall be deemed to be Beyond Economic Repair, where: <ul style="list-style-type: none"> a) the cost of the required replacement to make the Supported Equipment properly functional (for the avoidance of doubt, excluding any labour costs) will exceed 50% of the current list or new replacement equipment price, as determined by SCC; b) any required spare parts or components are no longer available from the manufacturer; and/or c) any item of Supported Equipment experiences or suffers persistent or reoccurring faults or component failure, provided always that Beyond Economic Repair will be evidenced by SCC's engineer in a written report, which will state the reason(s) why the item has become Beyond Economic Repair; |
| Business Day | means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; |
| Change Control Procedure | means the procedure for the management of changes to the Framework Agreement, an Order and/or Service Annex, as set out in Clause 11 (Change Control Procedure); |
| Change Report | has the meaning set out in Clause 11.4 (Change Control Procedure); |
| Change Request | means a request by either Party, submitted using the Change Request Form, to amend the Framework Terms, Service Specific Terms, Special Terms and/or an Order ; |
| Change Request Form | means the form set out at Schedule 2 (Change Request Form) of this Framework Agreement; |
| Charges | means the charges specified in the relevant Order payable by the Customer for the supply of the Services and Products by SCC; |
| Confidential Information | means: <ul style="list-style-type: none"> a) the Framework Terms, Service Specific Terms, Special Terms and each Order and all sums payable under it; and b) all information which is secret to a Party (including in respect of SCC, sub-contractors and Third Party Vendors) or otherwise not publicly available (in both cases either in its entirety or in part), including know-how, trade secrets or business methods, technical, business, financial and product development plans, forecasts, customer lists, strategies or other matters connected with the Services, and any other information which a reasonable person would consider to be of a confidential nature (whether or not marked as confidential), but shall exclude the Excluded Information with effect from the date that it becomes Excluded Information; |
| Consultant | means an employee, agent or sub-contractor employed or engaged by SCC to provide the Services; |
| Control | means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person |

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| | (whether through the ownership of voting shares or power, ability to appoint directors, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly; |
| Customer | means the Customer in the Order; |
| Customer Affiliate | means in the case of a Customer, any Affiliate of the Customer; |
| Customer Contract Manager | means the person duly authorised by the Customer to perform the obligations of the Customer under an Order and for liaising with SCC in respect of all matters concerning that Order; |
| Customer Equipment | means the Customer owned, leased, licensed and/or managed equipment located on SCC's premises, as detailed in the Service Annex(es) to an Order |
| Customer Infrastructure | has the meaning set out in Clause 4.11 (Supply of Services); |
| Customer Intellectual Property | has the meaning set out in Clause 13.1 (Intellectual Property Rights); |
| Customer Obligations | has the meaning set out in Clause 5.1 (Customer Obligations); |
| Customer Party | means a Customer Affiliate that may place Orders under this Framework Agreement; |
| Customer Site | means the address for the delivery of the Services to the Customer as set out in the relevant Service Annex to an Order; |
| Data Centre Services | means data centre services to be provided by the SCC to the Customer, as specified in the relevant Service Annex; |
| Data Protection Legislation | means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy; |
| Day Rate | means the Charges for a Consultant working during Working Hours on a Business Day, as specified in the relevant Order; |
| Dependency Failure | has the meaning set out in Clause 6.2 (Dependency Failures and Relief); |
| Dispute Resolution Procedure | means the procedure for the resolution of disputes arising under this Framework Agreement and each Order set out in Clause 26 (Dispute Resolution Procedure); |
| Excluded Information | means information which: <ul style="list-style-type: none"> a) was or becomes publicly known through no default or breach of this Framework Agreement or an Order by the receiving Party; b) was or becomes lawfully known to the receiving Party without restriction from a source other than the disclosing Party who itself obtained it without any confidentiality obligation; c) which has been demonstrated by the receiving Party to the disclosing Party to have been independently developed by the receiving Party; d) is approved for disclosure by the Party which has provided it without restriction in a document signed by an Authorised Representative of such Party; or e) the receiving Party is compelled to disclose it by a court or competent regulatory body (in which case the receiving Party shall give the disclosing Party prompt notice of the relevant order of disclosure to the extent permitted by applicable law); |
| Excluded Services | means those activities that are excluded from the scope of the Services, as described in Clause 7 (Excluded Services), the Order and/or elsewhere in the Framework Agreement; |
| Expenses Day Rate | means SCC's charges for expenses specified in the relevant Order, which shall be payable each day that a Consultant works |
| Fit for Purpose | has the meaning set out in Clause 4.11 (Supply of Services); |

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| Fix | means the point at which SCC deems that Supported Equipment has been returned to Good Working Order; |
| Force Majeure | means any cause preventing a Party from performing any or all of its obligations under this Framework Agreement or an Order, which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party, including strikes, lockouts or other industrial disputes, protest, act of God, war, military operations, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the act or omission of government, highways authorities, public communications providers or other competent authority, accident, breakdown of plant or machinery, fault or defects in or unavailability of software used to support the provision of Services, fault or loss of electricity supply, fire, explosion, flood, storm, inclement weather, drought, lightning, epidemic or any of the above events affecting suppliers or subcontractors, difficulty, delay or failure in manufacture, production or supply by third parties of any services, equipment and/or products or any part thereof (to the extent only that such difficulty, delay or failure was caused by an event of Force Majeure affecting that third party) or failure to obtain way leaves or any other necessary consents or permissions having used reasonable endeavours to do so; |
| Framework Agreement | means this agreement, together with all of its Schedules and attachments, as amended from time to time; |
| Framework Effective Date | means the date on which both Parties have signed the Order; |
| Framework Terms | means the terms and conditions set out in Clauses 1 to 28 (inclusive) of this Framework Agreement; |
| Good Working Order | means a materially similar degree of functionality as existed prior to the fault which is logged with SCC, provided always that such degree of functionality takes into account the age of the product; |
| Hardware | means equipment comprising information technology, communications technology and/or imaging and printing technology, together with related documentation, accessories, parts, and upgrades; |
| Hours of Support | means the hours of support for the relevant Services detailed in the applicable Service Annex(es) of the relevant Order; |
| Incident | means an event relating to Supported Equipment, that SCC has agreed to support, as specified in the relevant Service Annex to an Order; |
| Incident Resolution | means the point in time at which SCC (acting reasonably at all times) considers an Incident to have been successfully resolved by either: a) returning the relevant Services or Supported Equipment (as applicable) to a level of performance substantially in accordance with its agreed specification; or b) referring the Incident to the relevant Third Party Vendor or Resolver Group; or c) as otherwise specified in the relevant Service Annex to an Order. |
| Incident Resolution Timescale | means the period of time specified in a Service Annex during which SCC will use reasonable endeavours to perform Incident Resolution; |
| Indemnified Party | means the Party that receives the benefit of the indemnity for any losses arising under Clause 14 (Indemnity); |
| Indemnifying Party | means the Party that agrees to indemnify and hold harmless for any losses arising under Clause 14 (Indemnity); |
| Initial Services Term | means the initial term for the provision of the Services, as specified in the relevant Order, which shall commence on the Service Commencement Date; |

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| Insolvency Event | <p>means any of the following events affecting a Party to this Framework Agreement or an Order. A Party:</p> <ul style="list-style-type: none"> a) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; b) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); c) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets; d) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets; e) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; f) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or g) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the above events; |
| Intellectual Property Rights | <p>means any copyright, moral right, patent, supplementary protection certificate, trade mark, trade name, service mark, design right, database right, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or related intellectual property rights (whether registered or not) and applications for such rights anywhere in the world;</p> |
| Modification | <p>means any alteration, modification, change, adjustment or addition to the Supported Equipment by the Customer;</p> |
| Order | <p>means, subject to Clause 4.14, an order entered into by SCC and the Customer in accordance with Clause 2 (Framework Agreement and Orders) that is in the form set out at Schedule 1 (Order Template) or (SoW Template) and incorporates the Framework Terms, the applicable Service Annexes and any Special Terms;</p> |
| Order Effective Date | <p>means the date of the Order as set out in the Order;</p> |
| Order Template | <p>means the template Order form for the procurement of Services set out in Schedule 1 to this Agreement</p> |
| Order Year | <p>means the period of twelve (12) months commencing on the Order Effective Date and each anniversary thereafter;</p> |
| Party or Parties | <p>means in respect of:</p> <ul style="list-style-type: none"> a) this Framework Agreement, SCC and the Customer identified in the Contracting Parties table on page 1 of this Framework Agreement; and b) each Order, SCC and the Customer or Customer Party identified in the Order. |
| Products | <p>means any Hardware and/or Third Party Software which the Customer purchases from SCC, under an Order;</p> |
| Professional Services | <p>means the professional services to be provided by SCC to the Customer, as specified in the relevant Order;</p> |
| Renewal Period | <p>means a period for which the Customer shall be entitled to extend the provision of an Order following expiry of the Initial Services Term, as specified in the Order;</p> |

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| Resolver Group | means either the Customer's service desk or third party specified by the Customer in the Order or as otherwise agreed by the Parties in writing, which has responsibility for resolution of the Incident; |
| SCC Account Manager | means the person duly authorised by SCC for liaising with the Customer in respect of all matters concerning an Order; |
| SCC Intellectual Property | has the meaning set out in Clause 13.3(a) (Intellectual Property Rights); |
| Schedule | means a Schedule to this Framework Agreement; |
| Service Annex | means in respect of: (1) a Order for Services based on the Order Template, the description contained in the annex(es) to an Order, each Service Annex incorporates: a) Part A: Service Specification; b) Part B: Service Levels (if applicable); and c) Part C: Service Specific Terms; or: (2) a Professional Services Order based on the SoW Template, the appropriate sections of that Order that refer to the Service Specification, Service Levels and Service Specific Terms. |
| Service Commencement Date | means the date(s) for commencement of the provision of the applicable Services, as specified in the relevant Order; |
| Service Credits | means the credit, if any, calculated in accordance with the provisions of the Service Levels in the event that SCC fails to achieve the Service Levels; |
| Service Levels | means any Service Levels set out in a Service Annex; |
| Service Request | means a request from the Customer to provide a non-Incident based activity; |
| Service Specific Terms | means the terms and conditions relating the provision and/or access and use of the Services, as set out in a Service Annex; |
| Service Specification | means the specification of the Services, as set out in a Service Annex; |
| Services | means the services that SCC shall provide to the Customer, as summarised in the Order, and detailed in the relevant Service Annex(es); |
| Services Notice Period | means the notice period for termination of an Order, following expiry of the Initial Services Term, as specified in the Order; |
| SoW Template | means the template Statement of Works form for the procurement of Professional Services set out in Schedule 1 to this Agreement |
| Special Terms | means any terms set out in an Order, which amend the Framework Terms and/or Service Specific Terms; |
| Supported Equipment | means, where applicable, any equipment or software detailed in a Service Annex to an Order; |
| Technical Specification | means (where applicable) the quantities, maximum capacity, specification or rating for the Services specified in a Service Annex; |
| Third Party Software | means any software: a) that is supplied by SCC to the Customer under an Order; and/or b) that is supplied by SCC for use by the Customer as part of Services provided by SCC (in which case such software must be expressly specified as being provided by SCC in the applicable Order concerned); and in each case, where such software is licensed to the Customer by the applicable Third Party Vendor (not by SCC) on the applicable third party licence terms provided by SCC or the Third Party Vendor to the Customer together with the software; |
| Third Party Vendor | means the third party manufacturer, vendor or licensor of the Products; |
| Transfer Regulations | has the meaning set out in Clause 9.2(a) (Employees); |

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| Transition Commencement Date | means the date specified in the Order for the commencement of the provision of the Transition Services; |
| Transition Plan | means a transition plan for the provision of the Transition Services, as set out or referred to in a Service Annex for Transition Services where applicable; |
| Transition Services | means the services, if any, to be provided by SCC in accordance with a Transition Plan; |
| UK Data Protection Legislation | means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation; |
| User | means a person authorised by the Customer to access and use the Services; |
| VAT | means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended); and |
| Working Hours | means, unless stated otherwise in the relevant Service Annex or an Order, the hours between 9:00am and 5:30 pm on any Business Day. |

1.2 Interpretation:

- (a) The headings used in these Framework Terms or an Order are inserted for convenience only and shall not affect the interpretation or construction of these Framework Terms and an Order.
- (b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- (c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any statute or statutory provision shall include (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the Framework Effective Date.
- (e) References to: (i) "Clauses" shall mean clauses of these Framework Terms; (ii) "Paragraphs" shall mean paragraphs of the Service Specific Terms and the Special Terms; and (iii) "Sections" shall mean sections of an Order.
- (f) References to "written", "in writing" or any similar expression shall include e-mail correspondence.
- (g) References to "Services" in these Framework Terms, including without limitation any references to "Product Supply Services", shall not include or be interpreted as including a reference to any "Product(s)" supplied by SCC to the Customer pursuant to these Framework Terms.

1.3 Precedence:

In the event of a conflict or ambiguity between these Framework Terms and an Order and a Service Annex, the following order to precedence shall apply:

- (a) firstly, the Order (excluding the Service Annex);
- (b) secondly, the Service Annex; and
- (c) lastly, these Framework Terms.

2 FRAMEWORK AGREEMENT AND ORDERS

2.1 This Framework Agreement governs the overall relationship of the Parties in relation to the Services and Products provided by SCC to the Customer under an Order and sets out the procedure for the Customer to request the provision of Services from SCC and terms and conditions that shall apply to the provision of such Services.

2.2 These Framework Terms shall be incorporated into each Order and may be supplemented by the relevant Service Specific Terms and any Special Terms (as applicable).

Orders and Ordering Procedure

- 2.3 Where the Customer requires SCC to supply Services and/or Products to the Customer, the Customer shall notify SCC.
- 2.4 On receipt of a request from the Customer for Services, if SCC wishes to supply the relevant Services SCC shall prepare a draft Order for the Customer's review and approval.
- 2.5 Appended to each Order (depending on the Customer's choice of required Services) will be one or more Service Annexes. For avoidance of doubt any Service Specifications, Service Specific Terms or Service Levels contained within a particular Service Annex shall only apply to the Services described in the Service Annex in which they reside, and shall in no circumstances apply to or affect any of the other Service Annexes that may also be appended to that Order, or any subsequent Orders.
- 2.6 Once agreed, an Authorised Representative of each Party shall sign the Order and no amendment shall be made to it except in accordance with the Change Control Procedure. An Order shall not have force, be legally binding or have any other effect unless the Order has been signed by the Authorised Representatives of both Parties to it.
- 2.7 Each Order shall form a separate contract between the Parties to that Order and incorporate these Framework Terms (except for any provisions that are clearly stated in these Framework Terms as only relevant to this Framework Agreement) and the Service Annex relevant to the provision of the Services.
- 2.8 Any amendment to this Framework Agreement agreed by SCC and the Customer pursuant to Clause 25.2 (Variation) shall be deemed to apply to all future Orders from the effective date of such amendment (unless expressly stated otherwise in such amendment).

Rights to modify

- 2.9 On reasonable notice to the Customer (where practicable), SCC reserves the right to modify:
 - (a) an Order to the extent compelled by any applicable regulatory or legislative requirement in order to ensure compliance with such regulatory or legislative requirement; and
 - (b) any particular aspect of the Services in the interest of maximising the effectiveness of its services, provided that such modification does not have a material adverse effect on the Services.

Customer Affiliates

- 2.10 A Customer Affiliate may execute an Order under this Framework Agreement, provided always that the Customer shall:
 - (a) ensure that the Customer Affiliate comply with the Customer's obligations under this Framework Agreement and/or any Order; and
 - (b) be responsible for the acts, omissions, defaults or negligence of its Customer Affiliates as fully as if they were acts, omissions, defaults or negligence of the Customer itself.

3 COMMENCEMENT AND DURATION

- 3.1 This Framework Agreement shall come into force on the Framework Effective Date and shall (subject to the provisions for earlier termination set out in this Framework Agreement) continue in full force and effect for an initial period of three years and thereafter for as long as SCC is providing Services pursuant to an Order entered into under this Framework Agreement.
- 3.2 During the term of this Framework Agreement, the Customer or a Customer Party and SCC may enter into Orders for Services and/or Products in accordance with the provisions of Clause 2 (Framework Agreement and Orders).

4 SUPPLY OF SERVICES

Commencement and Duration

- 4.1 SCC shall provide:
 - (a) if applicable, Transition Services in accordance with the Transition Plan from the Transition Commencement Date specified in the Order; and

- (b) all other Services from the Service Commencement Date and, unless terminated earlier in accordance with Clause 18 (Termination), continue to provide such Services for the Initial Services Term and, thereafter, for the Renewal Period (if applicable), or until either Party gives notice to the other in writing no less than the Services Notice Period to end on or after the last day of the Initial Services Term or the Renewal Period (as appropriate).

Transition Services

- 4.2 Where SCC is required to provide Transition Services prior to the relevant Service Commencement Date, each Party's obligations shall be documented in the Transition Plan.
- 4.3 From the Transition Commencement Date, each Party shall:
 - (a) comply with their respective obligations in accordance with the timescales set out in the Transition Plan; and
 - (b) work and co-operate with each other to facilitate the orderly transfer of the provision of the Services to SCC.
- 4.4 The Customer shall not unreasonably withhold or delay its consent to any amendment to the Transition Plan that is proposed by SCC in accordance with the Change Control Procedure.

Services

- 4.5 SCC shall provide the Services:
 - (a) during the Working Hours in accordance with the terms of the relevant Service Annex; and
 - (b) in accordance with these Framework Terms, the relevant Order and Service Annex in all material respects.
- 4.6 SCC shall ensure that the standards of the Services and Incident Resolution Timescales relating to the Services shall be as specified in the relevant Service Levels.

Services for software

- 4.7 SCC shall be under no obligation to provide Services for any software (including Third Party Software), unless SCC has agreed to provide such Services in the relevant Order.

Exclusivity

- 4.8 For the term of each Order, the Customer shall not engage either directly or indirectly any third party to provide in whole or part any of the Services provided under that Order without the prior written consent of SCC.

Suspension

- 4.9 SCC may from time to time:
 - (a) temporarily suspend the Services provided under an Order for the purpose of repair, maintenance or improvement of any of SCC's telecommunications and/or computer systems; and/or
 - (b) give the Customer instructions about the use of the Services that SCC reasonably considers are necessary for any reason, including in the interests of safety or the quality of services to SCC's other customers. The Customer shall at all times comply with such instructions.
- 4.10 Prior to SCC acting in accordance with Clause 4.9(a) or 4.9(b), SCC shall:
 - (a) give the Customer as much advance written (which may include online) and/or oral notice as it, in its sole discretion, deems to be necessary; and
 - (b) restore the Services as soon as reasonably practicable after any such temporary suspension.
- 4.11 SCC provides the Services on the basis that the Customer's existing infrastructure, hardware, software, processes, policies and any other Customer provided elements which are integral to the successful provision of the Services (the "**Customer Infrastructure**") does not prevent SCC providing the Services or meeting the agreed Service Levels and requirements stated in the relevant Order.
- 4.12 The Customer acknowledges and accepts that SCC shall not be liable for any failure to provide the Services or meet the Service Levels and requirements stated in the relevant Order to the extent that

such failure is due to the fact that the Customer Infrastructure does not meet the requirements of Clause 4.11, provided always that SCC continues to use reasonable endeavours to meet the Service Levels notwithstanding any such issues.

- 4.13 Any work required in order to ensure that the Customer Infrastructure meets the requirements of Clause 4.11 shall be considered to be an Excluded Service, unless agreed otherwise by the Parties in accordance with the Change Control Procedure.

Product Supply

- 4.14 Where SCC is to supply Products to the Customer the parties agree that a purchase order shall be the Order in respect of the Products only.
- 4.15 Delivery of the Products shall take place at the location(s) agreed by the Parties and specified in the relevant Order (the “**Location(s)**”).
- 4.16 When Products are delivered to the Customer, the Customer must inspect the Products immediately upon their arrival to check whether:
- (a) the Products have been damaged in transit; and
 - (b) the Products are those, and in the quantity, specified in the relevant Order.
- 4.17 Any discrepancy between the Products delivered and those specified in relevant Order and/or any damage to the Products in transit must be notified to SCC in writing within two (2) Business Days of receipt by the Customer of the Products.
- 4.18 In the case of non-delivery of Products, the Customer must notify SCC in writing within two (2) Business Days of receipt by the Customer of SCC's delivery note or invoice (whichever is earlier).
- 4.19 No claim for damage in transit, non-compliance with the Customer's Order or non-delivery will be considered by SCC unless the Customer complies with the provisions of Clauses 4.17 and 4.18.
- 4.20 The time of delivery will not be of the essence.
- 4.21 If the Customer fails to take delivery of any of the Products when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Products to be delivered on time (except solely on account of SCC's default), the Products will be deemed to have been delivered or performed on the due date and (without prejudice to its other rights) SCC may:
- (a) store or arrange for storage of the Products until actual delivery or sale and charge the Customer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - (b) following written notice to the Customer, sell any of the Products at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the Charges or account to the Customer for any excess achieved over the Charges, in both cases having taken into account any charges related to the sale.
- 4.22 The Customer will provide at its expense at the Location(s) adequate and appropriate equipment and manual labour for off-loading the Products.
- 4.23 Except as provided herein, the Customer shall not be entitled to return any Products without SCC's prior written agreement.
- 4.24 The Customer shall be responsible for the cost of carriage and insurance in respect of all Products returned to SCC, which Products shall also be at the Customer's risk until actual receipt by SCC.
- 4.25 Risk of damage to or loss of the Products will pass to the Customer on delivery.
- 4.26 Title to and property in any Products will remain vested in SCC until payment in full of the Charges (together with any interest and VAT thereon) and in cleared funds has been received by SCC in respect of those Products and any other Products supplied to the Customer by SCC.
- 4.27 Title to and property in Products will remain with SCC notwithstanding that the relevant Products have been delivered and/or incorporated in or affixed to other products including, for the avoidance of doubt, the storage of or incorporation of any Software in ROM, RAM or any other hardware, software or firmware or other media whatsoever.
- 4.28 Until such time as title to and property in any Products passes to the Customer, the Customer will store those Products on its premises in conditions that adequately protect them and separately from

the Customer's own goods or those of any other person and clearly marked as SCC's property, and the Customer shall redeliver the Products to SCC on demand.

- 4.29 If the Customer fails to redeliver any Product on demand in accordance with Clause 4.28, SCC shall be entitled with or without notice, without incurring any liability to the Customer, to enter the Customer's premises for the purpose of taking possession of the Product, and to take such steps as are necessary to remove the Product including the right to dismantle any product into which the Product has been incorporated and the right to detach the Product from any other goods to which the Product has been attached.
- 4.30 The Customer shall fully indemnify SCC in respect of all SCC's costs (including legal costs) in connection with enforcing the provisions of Clause 4.29.
- 4.31 Until such time as, in accordance with the above provisions, either the Customer shall have ceased to have the right to retain possession of any Product or shall have acquired title to and property in the Product the Customer is hereby authorised by SCC to sell the same and to pass good title to its customers if they purchase the Product in good faith without notice of SCC's rights. This right shall automatically cease on the occurrence of any of the events set out in Clause 18 of the Framework Agreement and/or if any sum owed to SCC is not paid when due.
- 4.32 Where a Product is sold or otherwise disposed of to a third party before title to and property in it has passed to the Customer, the sale will constitute a sale by the Customer of SCC's property, and the Customer shall hold on trust for SCC such sum as represents, or is equivalent to, the price at which the Product concerned was invoiced by SCC to the Customer. Such proceeds shall be paid by the Customer into a separate bank account opened for the purpose and approved by SCC and shall ensure that in no circumstances are the proceeds mingled with other money or paid into any overdrawn bank account that are at all times identified as SCC's money.
- 4.33 If the Customer has not received the proceeds of any such sale or disposition, it will, if required by SCC, assign to SCC forthwith all rights against the person, firm or company by whom the proceeds are owed.
- 4.34 SCC, to the extent that it is permitted to do so, hereby assigns the benefit of any guarantee or warranty covering any defects in Products received by SCC under an agreement with the manufacturer or supplier of the relevant Products. The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of the Products. For the avoidance of doubt, SCC does not give any warranty or guarantee in respect of the Products.
- 4.35 Any validation procedures relating to that warranty service are the responsibility of the Customer.
- 4.36 The Customer shall be entirely responsible for:-
- (a) providing a suitable environment for the installation of the Products;
 - (b) unless otherwise agreed by SCC, the installation of the Products;
 - (c) using the Products in accordance with the manufacturer's instructions and recommendations (including those contained in any licence agreement), and
 - (d) carrying out cleaning operations as recommended by the Product manufacturer or SCC.
 - (e) In the event the Services include installation of the Products, the Customer will provide, free of charge, the following facilities to authorised personnel of SCC and its sub-contractors throughout the Customer's normal business hours and at such other times as the Customer authorises after reasonable prior notice from SCC (such authorisation not to be unreasonably withheld or delayed):
 - (f) access to and use of the Customer Equipment and unloading equipment, access to the Customer's employees, the products and the site;
 - (g) all electric power, lighting, heating and air conditioning reasonably needed by SCC to perform the Services;
 - (h) office space suitable for this purpose and the provision of normal office services including first aid, photocopying, telephone and facsimile facilities (but excluding any secretarial support, typing and photocopying facilities needs to produce any documentation for which SCC is responsible), and such facilities may be used only for the purposes of providing the Services; and

- (i) competent operators for the Products and any relevant Customer Equipment.
- 4.37 The Customer shall be responsible for ensuring that the Customer's existing hardware and software is properly installed and is sufficient and suitable for its purpose and that any adjustments which may be required are carried out expeditiously.
- 4.38 SCC will be responsible for connecting the Products to Customer's existing hardware with the co-operation of the Customer.

5 CUSTOMER OBLIGATIONS

5.1 The Customer acknowledges and accepts that in order for SCC to provide the Services, SCC requires the Customer to carry out or assume the responsibilities and activities set out in this Clause 5, the relevant Order and Service Annex (together the "**Customer Obligations**" and individually a "**Customer Obligation**") and the Customer agrees to do so.

5.2 The Customer shall:

(a) provide SCC with:

- (i) all assistance, materials and information reasonably required by SCC for the purposes of enabling SCC to provide the Services, including providing access to staff and technical data, as SCC may reasonably need concerning the Customer's operations; and
- (ii) timely responses to queries, decisions and approvals which may be reasonably necessary for SCC to undertake any of the Services, and

the Customer shall ensure that information and answers provided in accordance with this Clause 5.2(a) are accurate and complete. SCC shall, to the extent reasonably practicable, give the Customer reasonable prior notice of any information or answers it requires in accordance with this Clause 5.2(a) or if it has reason to suspect that any information is inaccurate or incomplete;

- (b) provide full and safe access to the Customer Site, facilities, equipment, materials and telecommunications facilities as SCC shall reasonably require in order to provide the Services;
 - (c) allow SCC (or Third Party Vendor), at SCC's request and at no additional charge, to modify Supported Equipment to improve operation, supportability, and reliability, or to meet legislative requirements;
 - (d) comply with any technical specifications relevant to the Supported Equipment or Products and licence terms relevant to the Supported Equipment or Products;
 - (e) ensure that all personnel assigned by the Customer to provide assistance to SCC have the requisite skill, qualification and experience to perform the tasks assigned to them;
 - (f) obtain all necessary permissions, consents, permits or licences for SCC to perform the Services at the Customer Site, including any consents required for any alterations to the Customer Site;
 - (g) take up or remove any fittings or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers as advised by SCC (or its representative) to permit installation of the Services and make good the same;
 - (h) keep confidential all passwords, logon codes and other access methods to the Services. SCC shall not be liable for any disclosure by the Customer of the same, whether intentional or otherwise;
 - (i) with the exception of the Supported Equipment and/or equipment provided by or on behalf of SCC, provide all necessary computer hardware, software and/or telecommunications equipment and services to access and use the Services;
 - (j) where necessary for the access and use of the Services, obtain a licence from the relevant Third Party Vendor to use the software (including the Third Party Software); and
 - (k) conduct its business without detriment to the good name, goodwill and reputation of SCC and its Third Party Vendors.
- 5.3 In terms of Services and/or Supported Equipment to be provided and/or located at the Customer Site, the Customer shall:
- (a) at all times provide:

- (i) suitable secure accommodation, assistance, facilities and environmental conditions, including protection from weather and appropriate heating and ventilation, for the installation and housing of the Supported Equipment; and
 - (ii) all necessary electrical power supplies (including back-up) and other installations and fittings for the commissioning and provision of the Services, and the Customer shall at its own cost ensure that:
 - (A) such preparation and provision is effected at the Customer's sole cost before the Services and Supported Equipment are installed and are in accordance with any reasonable specifications provided by SCC; and
 - (B) any restoration and re-decorating at the Customer Site is performed;
- (b) allow and/or procure that:
- (i) SCC has an unencumbered and free right of access to the Customer Site during Working Hours for the purpose of delivering the Services; and
 - (ii) SCC's employees, subcontractors and/or agents have safe and sufficient access to the Supported Equipment to allow SCC to provide the Services.
- 5.4 Unless otherwise specified in the Order, the Customer shall:
- (a) ensure that any programs or data stored on the Supported Equipment are virus free and full back up copies of all such programs and data are made and retained by the Customer;
 - (b) connect Supported Equipment with cables or connectors (including fibre optics if applicable) that are compatible with the Supported Equipment and interface with SCC's equipment and are in accordance with the Third Party Vendor's and/or SCC's instructions;
 - (c) ensure that all equipment connected to a Service is connected to and used with the Service in accordance with the Third Party Vendor's and/or SCC's instructions and any safety and security procedures notified to the Customer;
 - (d) maintain details relating to Supported Equipment, including the location, serial numbers and any Third Party Vendor-designated system identifiers and labels for such Supported Equipment;
 - (e) maintain all Supported Equipment at the latest specified configuration and revision levels;
 - (f) ensure only competently trained and authorised employees are permitted to use the Supported Equipment;
 - (g) promptly notify SCC of any faults in the operation of the Supported Equipment and give SCC a minimum of ten (10) Business Days' prior written notice of any Modification to the Supported Equipment prior to such Modification being carried out. SCC shall:
 - (i) acknowledge the Modification in writing; and
 - (ii) notify the Customer if any proposed alteration to the Charges due to such Modification or if such Modification is accepted (such acceptance not being unreasonably withheld or delayed), andany Modification should be made in accordance with industry standards and the Customer shall only use products and parts approved by the relevant SCC or the relevant Third Party Vendor;
 - (h) ensure the external surfaces of the Supported Equipment are kept clean and in good condition;
 - (i) only use consumables recommended by SCC or the relevant Third Party Vendor;
 - (j) not request, permit or authorise anyone other than SCC or the relevant Third Party Vendor to carry out any modifications, adjustments, repairs or maintenance to the Supported Equipment (or any part of it) without the prior consent of SCC or the relevant Third Party Vendor; and
 - (k) save for mobile hardware, not move the Supported Equipment or any part of it to another site without providing SCC with a minimum of thirty (30) calendar days' prior written notification. The Customer accepts movement of Supported Equipment to a new location may necessitate changes to the Service Levels and/or Charges for that Service and, in terms of a new location outside of the United Kingdom, shall also be subject to availability in the destination country.
- 5.5 Unless such Services are expressly stated as being the responsibility of SCC in the relevant Order,

the Customer shall be solely responsible for the performance and management of its data back-up and data recovery and SCC shall have no liability whatsoever for the back-up or recovery of the Customer's data. If the Customer requests SCC to provide any assistance in respect of data back-up and data recovery following execution of an Order which does not include the same, such services and the charges therefor shall be provided as agreed by the parties in accordance with the Change Control Procedure.

- 5.6 SCC maintains title and the Customer shall bear the risk of loss or damage to any:
- (a) equipment provided by SCC during the performance of the Services, unless otherwise agreed in writing between the Parties; or
 - (b) loan units, if provided at SCC's discretion as part of the Services or warranty services and such loan units will be returned to SCC without lien or encumbrance at the end of the loan period.
- 5.7 The Customer shall not charge, mortgage or otherwise deal with any of the equipment referred to in Clause 5.6 and use all reasonable efforts to prevent third parties from asserting rights in relation to such equipment.

Passwords

- 5.8 In order to obtain Access to certain Services, the Customer will be issued with SCC's telephone number(s) and unique user-IDs and passwords.
- 5.9 The Customer shall:
- (a) be responsible for the security and proper use of all user-IDs and passwords relating to the Services and must take all necessary steps to ensure that all passwords and user IDs are kept confidential, kept secure, used properly and not disclosed to unauthorised people; and
 - (b) immediately give SCC written notice if it becomes aware or should reasonably have become aware that a user-ID or password has become known to someone not authorised to use it or if any user-ID or password is being or is likely to be used in an unauthorised way.
- 5.10 If Clause 5.9(b) applies or the Customer forgets a user-ID or password, the Customer shall immediately contact SCC and satisfy such security checks as are required by SCC so that new user-IDs or passwords can be issued to enable Access to be resumed.

6 DEPENDENCY FAILURES AND RELIEF

- 6.1 A failure to carry out any task or activity expressed to be a Customer Obligation (including responsibility it takes for the actions of third parties) shall not constitute a breach by SCC of its obligations under this Framework Agreement and/or relevant Order.
- 6.2 If the Customer fails to carry out any task or activities expressed to be a Customer Obligation or is in breach of a Customer Obligation or another term of this Framework Agreement or an Order (a "**Dependency Failure**"), then without prejudice to the SCC's other rights and remedies:
- (a) SCC shall not be in breach of this Framework Agreement and/or the relevant Order (including its obligation to perform the Services in accordance with the Service Levels) to the extent that the Dependency Failure has caused SCC's failure; and
 - (b) any dates for performance of the Services that are impacted by such Dependency Failure shall be extended by a period of time equal to the length of time of the Dependency Failure.
- 6.3 If, as a direct result of a Dependency Failure, SCC can demonstrate that it has incurred additional costs, SCC shall be entitled to recover the amount actually incurred from the Customer.

7 EXCLUDED SERVICES

- 7.1 Unless expressly stated otherwise in the relevant Order, SCC shall not provide disaster recovery or business continuity planning services. In the event that disaster recovery and/or business continuity planning are to be provided by SCC, these Services will be detailed within Part A (the Service Specification) of the relevant Service Annex.
- 7.2 Where SCC has not contracted to provide disaster recovery and/or business continuity planning under an Order, it is the Customer's responsibility to create and maintain the same and SCC shall have no liability whatsoever for the maintenance and/or amendments to, without limitation, the Customer's disaster recovery and/or business continuity plans, procedures or processes.
- 7.3 Unless expressly stated otherwise in the relevant Order, the Services exclude the following in

addition to any other items expressly excluded in the relevant Order or Service Annex:

- (a) any works required as a result of:
 - (i) improper use, negligence, abuse, misuse or accidental or deliberate damage or loss of the Supported Equipment or any non-compliance with a Service Specification, including failure to observe any applicable maximum usage limit for Supported Equipment;
 - (ii) improper preparation, provision or maintenance of environmental conditions at the Customer Site or any environmental conditions that do not conform to SCC's or the Third Party Vendor's specifications;
 - (iii) installation, maintenance, repair, support or calibration of the Supported Equipment other than by or on behalf of SCC or its subcontractors;
 - (iv) any failure or fluctuation of electricity supply, climate control or other environmental conditions at the Customer Site;
 - (v) any virus, infection, worm or similar malicious code affecting the Supported Equipment that has not been introduced by SCC or its subcontractor;
- (b) any work required to erase or remove any customer or third party data on Supported Equipment (or parts of it) returned repaired or otherwise handled by SCC;
- (c) repair of any external or cosmetic damage to the Supported Equipment that does not affect the performance or functionality of the Supported Equipment;
- (d) electrical work external to the Supported Equipment;
- (e) relocation of any Supported Equipment;
- (f) provision of any items defined by Third Party Vendor as being consumable items, including accessories, disposable parts, power cords, rack mounting kits and cables;
- (g) repair to Supported Equipment which:
 - (i) are not in Good Working Order at the commencement of the relevant Order;
 - (ii) have come to the end of their natural service life or for which spare parts are no longer readily available;
 - (iii) are, in the reasonable opinion of SCC (or relevant Third Party Vendor), Beyond Economic Repair; or
 - (iv) are required as a result of a Third Party Vendor's product recall whether in relation to a complete Product or a component part;
- (h) any work on equipment which is not listed as Supported Equipment in the Order; and
- (i) any work at the site which is not expressly set out in the Order.

7.4 If the Customer requests any Excluded Services and SCC agrees to perform any Excluded Services, the Customer shall pay SCC's charges for such services on a time and materials basis at SCC's then current charges (or as otherwise agreed by the parties using the Change Control Procedure) and the provision of such Excluded Services shall be subject to the Parties entering into: (i) a new Order; or (ii) a variation to an existing Order via the Change Control Procedure.

8 SERVICE LEVELS

- 8.1 Service Levels may apply to the provision of certain Services, as specified in the relevant Order and Service Annex.
- 8.2 During the term of an Order, changes, for example, projects, upgrades and additions to the Supported Equipment may occur that may have an impact on the Service Levels. However, SCC will use its reasonable endeavours to ensure that the current operational Service Levels are not affected by the change. Where SCC reasonably considers it impossible to do so, SCC may on notice to the Customer suspend certain Service Levels for a limited period only. Such notice to specify the reasons for and period of the suspension.
- 8.3 The Service Levels shall not apply in the monitoring period following the Service Commencement Date, as specified in the relevant Order (the "**Monitoring Period**"). During the Monitoring Period, SCC shall use its reasonable endeavours to perform the Services including in accordance with the

Service Levels, but no Service Credits or other remedies in respect of any failure to perform the Services (including in accordance with the Service Levels) shall accrue.

- 8.4 SCC may at its sole discretion refuse to provide and/or continue to provide the Services for Supported Equipment which has been declared by a Third Party Vendor to be end of life, Beyond Economic Repair or obsolete. In such circumstances provision of the Services shall be on a reasonable endeavours basis only and consequently the Service Levels shall not apply and no Service Credits or other remedies in respect of the Service Levels shall accrue in respect of that Supported Equipment.
- 8.5 SCC shall not be in breach of its obligations under this Framework Agreement or an Order, including its obligation to perform the Services in accordance with the Service Levels, in the following situations:
- (a) where the Customer fails to comply with any of the Customer Obligations to the extent that such failure directly or indirectly causes SCC to fail to achieve the Service Levels;
 - (b) where the services requested falls within one of the Excluded Services;
 - (c) where the breach of the Service Level has arisen as a result of a fault which is referred to a Third Party Vendor, unless the Third Party Vendor is an authorised subcontractor of SCC;
 - (d) where system restoration timeframes (applications and data) are extensive, so that it is not possible to restore the Supported Equipment or the Service within the time period prescribed in the Service Levels;
 - (e) where the Customer invokes a change to an Incident, therefore, the resolution needs to be rescheduled at the request of the Customer; or
 - (f) where the User is not available when their input is required to resolve the call. A minimum of three (3) attempts will be made to contact the User before suspending the call.
- 8.6 Where Service Credits apply, Service Credits shall be the Customer's sole and exclusive remedy for the breach of the relevant Service Level.

9 EMPLOYEES

- 9.1 **General:** SCC shall use all reasonable endeavours to ensure that its employees and subcontractors shall comply with the Customer's written site security and site health and safety procedures, which are brought to the attention of SCC before entry on a Customer Site.
- 9.2 **Transfer Regulations:**
- (a) The Parties do not believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any provisions replacing or amending those provisions (the "**Transfer Regulations**") will apply to the transactions which are the subject matter of an Order.
 - (b) If it is subsequently determined by a court or tribunal of competent jurisdiction that the Transfer Regulations do apply to a transaction which is the subject matter of an Order, the Customer shall indemnify and hold harmless SCC and any subcontractor of SCC, from and against all liability and loss suffered and any costs and expenses reasonably and properly incurred by SCC and any subcontractor of SCC as a result of the Transfer Regulations applying, including all liability and loss suffered and any costs and expenses reasonably and properly incurred arising out of or in connection with the employment of former employees of the Customer and/or any employees of any the Customer's other contractors, including breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed.
- 9.3 **Non-Solicitation:**
- (a) The Parties acknowledge that each has incurred significant costs in the recruitment and training of its employees engaged in connection with the Services under each Order. Accordingly, each Party agrees with the other that it shall not, and it shall ensure that its Affiliates shall not, solicit or approach in any way, any of the other Party's employees or contractors who are engaged in connection with Services under an Order with a view to offering them employment or to solicit services from them on their own account (whether for itself or another party) during the term of the relevant Order and for a period of six (6) months after the termination or expiration of the relevant Order, other than by means of a national advertising campaign not specifically targeted at any of the staff of the other Party (including its contractors).

- (b) If any employee or individual contractor ceases to be engaged by SCC or the Customer (as applicable) (the "**Non-Breaching Party**") as a result of a breach by the other Party or its Affiliates of Clause 9.3(a) (the "**Breaching Party**") and commences employment with, or provides services to the Breaching Party, the Breaching Party shall pay to the Non-Breaching Party a sum equal to fifty per cent (50%) of the annual salary or earnings (including any benefits-in-kind, bonus payments, commissions and other emoluments) of the employee or contractor at the date that they ceased to be an employee or contractor of the Non-Breaching Party and the Parties acknowledge that any such payment is by way of liquidated damages and is reasonable and genuine pre-estimate of the Non-Breaching Party's losses.

10 CONTRACT MANAGEMENT

- 10.1 To manage the relationship of the Parties under this Framework Agreement:
- (a) SCC shall assign a SCC Account Manager with responsibility for liaising and reporting to the Customer Contract Manager; and
 - (b) the Customer shall assign a Customer Contract Manager with responsibility for liaising with the SCC Account Manager.
- 10.2 The Parties shall ensure that the SCC Account Manager and Customer Contract Manager meet at agreed intervals to discuss the performance of the Services and any disputes or disagreements which may have arisen (which shall, if necessary, be referred for resolution in accordance with the Dispute Resolution Procedure).

11 CHANGE CONTROL PROCEDURE

- 11.1 Change Requests may be originated either by SCC, the Customer or a Customer Party.
- 11.2 No Change Request shall be binding on the Parties unless the requirements of this Clause 11 have been satisfied and a Change Request Form is signed by the Authorised Representatives of both Parties to signify their approval to the Change Request.
- 11.3 Until such time as a Change Request is formally agreed by both Parties, the Parties shall continue to perform their respective obligations without taking account of the Change Request.
- 11.4 In the case of any Change Request, SCC shall within ten (10) Business Days either supply to the Customer details of the consequential changes which will be required to this Framework Agreement, the relevant Order, Services to be provided under such Order, Charges and/or any other effects of the proposed change (the "**Change Report**") or written confirmation that there will be no such consequential changes or effects.
- 11.5 In the event SCC gives notice to the Customer within five (5) Business Days of receipt of a Change Request that it cannot provide the Change Report required by Clause 11.4 within such ten (10) Business Day period, the Parties shall agree a suitable period within which SCC shall be required to provide these details. If the Parties are unable to agree such extension to the timetable within five (5) Business Days of receipt by the Customer of such notice from SCC, the matter shall be referred for determination in accordance with the Dispute Resolution Procedure.
- 11.6 The Customer shall notify SCC that the Change Report is accepted or rejected by the Customer within ten (10) Business Days of receipt of the Change Report by the Customer.
- 11.7 If a dispute arises as to whether any requirement of SCC or the Customer is a Change Request, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.
- 11.8 On signature by the Authorised Representatives of both Parties of a Change Request Form, the Framework Agreement and/or Order and/or Service Annex shall be deemed amended in accordance with the provisions of that Change Request Form.

12 WARRANTIES

Mutual warranties

- 12.1 Each Party warrants to the other that:
- (a) it has all necessary rights, licenses, authority, power and capacity to enter into and perform this Framework Agreement and each Order and that all necessary actions have been taken to enter into it properly and lawfully;
 - (b) this Framework Agreement and each Order shall be validly executed by a duly Authorised

- Representative;
- (c) it has and shall maintain and comply with all consents, approvals, licences or permits necessary for it to enter into and perform this Framework Agreement and each Order;
 - (d) its entry into and performance of this Framework Agreement and each Order does not and will not conflict with any of its contractual obligations or with any applicable laws; and
 - (e) it shall comply with all applicable laws in connection with the performance of its obligations under this Framework Agreement and each Order.

Services

12.2 SCC warrants that the Services will:

- (a) comply with the relevant Service Annex; and
- (b) be carried out with reasonable care and skill and by suitably trained and qualified persons.

12.3 The Customer shall notify SCC of any Services warranty deficiencies within ninety (90) days from the date of performance of the deficient Services.

Customer warranties

12.4 The Customer warrants that it:

- (a) owns and/or has and shall maintain the necessary rights and consents to use the Supported Equipment and use and/or receive the Services; and
- (b) has and shall maintain the necessary rights and consents to permit SCC to perform the relevant Services and use the Customer Intellectual Property.

13 INTELLECTUAL PROPERTY RIGHTS

Customer Intellectual Property

13.1 The Customer shall retain all Intellectual Property Rights in any materials it provides to SCC for the purposes of SCC performing its obligations under this Framework Agreement and each Order (the "**Customer Intellectual Property**").

13.2 The Customer shall grant SCC a licence to use the Customer Intellectual Property to the extent required for the performance of its obligations under this Framework Agreement and each Order.

SCC Intellectual Property

13.3 Unless expressly specified otherwise in an Order:

- (a) all Intellectual Property Rights in or in relation to the Services (including any related manuals and operating documentation) or in any materials (including software) provided or created by SCC during the course of supplying the Services shall vest in SCC or the relevant Third Party Vendor (the "**SCC Intellectual Property**"); and
- (b) the Customer shall have no title to or interest in any of the SCC Intellectual Property.

13.4 SCC hereby grants to the Customer a non-exclusive, personal and non-transferrable licence to such SCC Intellectual Property Rights during the term of the Order for the sole purposes of accessing and using the Services only.

13.5 SCC shall be free to utilise for the benefit of its other customers any skill and/or know-how that it may develop or acquire in the performance of the Services.

13.6 The Customer undertakes that it shall not (and that it shall not employ nor permit any third party to) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer any Third Party Software (or any part thereof) except to the extent allowed by English law or disclose results of any program benchmark tests without SCC's prior written consent.

Compliance with Third Party Vendor licence terms

13.7 The Customer undertakes to comply with the Third Party Vendor's licence terms referred to in the relevant Order or Service Specific Terms or delivered with or embedded within the Product supplied.

13.8 The Customer acknowledges that any Third Party Software supplied and all accompanying operating documentation and manuals are confidential and subject to the terms of Clause 20 (Confidentiality).

Duty to notify and assist

13.9 The Customer shall notify SCC immediately if it becomes aware of any illegal or unauthorised use of any of the SCC Intellectual Property and/or Third Party Software and assist SCC and/or the Third Party Vendor in taking steps necessary to defend its or third party owners' rights.

14 INDEMNITY

14.1 SCC shall indemnify the Customer in full and on demand, from and against any and all liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by the Customer howsoever arising from a claim that the receipt of the Services infringes a third party's Intellectual Property Rights, excluding any claims which arise from a breach of Clause 13.6 (Intellectual Property Rights) by the Customer.

14.2 The Customer shall indemnify SCC in full and on demand, from and against any and all liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by SCC howsoever arising from any:

- (a) breach of the warranty at Clause 12.4 (Warranties);
- (b) breach of Clause 13.4 and 13.6 (Intellectual Property Rights); and/or
- (c) possession or use by SCC of the Customer Intellectual Property Rights that infringes a third party's Intellectual Property Rights.

14.3 If any third party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under an indemnity given in this Clause 14 (a "**Claim**"), the Indemnified Party shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Indemnifying Party, specifying the nature of the Claim in reasonable detail;
- (b) if requested by the Indemnifying Party, give conduct of the defence of the Claim to the Indemnifying Party;
- (c) co-operate fully, at the Indemnifying Party's cost, with the Indemnifying Party and its legal representatives in the investigation and defence of the Claim;
- (d) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifying Party, provided that the Indemnified Party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Indemnifying Party, but without obtaining consent) if the Indemnified Party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect; and
- (e) give the Indemnifying Party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party, so as to enable the Indemnifying Party and its professional advisers to examine them and to take copies (at the Indemnifying Party's expense) for the purpose of assessing and defending the Claim.

14.4 If a Claim is made, or in the Indemnifying Party's reasonable opinion is likely to be made, the Indemnifying Party may at its sole option and expense:

- (a) procure for the Indemnified Party the right to continue using, developing, modifying or maintaining the infringing materials (or any part of them), in accordance with the terms of this Framework Agreement and relevant Order;
- (b) modify the infringing materials (or any part of them), so that they cease to be infringing; or
- (c) replace the infringing materials (or any part of them), with non-infringing works.

14.5 The Indemnifying Party shall not have any liability to the Indemnified Party under Clause 14.1 or Clause 14.2 (as applicable) to the extent that any Claim is attributable to:

- (a) the combination, operation or use of infringing materials (or any part of them), with equipment or software provided by the Indemnified Party where such infringing materials (or any part of them), would not otherwise have been infringing;
- (b) the Indemnifying Party's compliance with designs, specifications or instructions provided by the

- Indemnified Party and any other requirements and/or instructions set out in an Order;
- (c) use of the infringing materials (or any part of them), not in accordance with or in an application or environment for which such materials were not designed or contemplated under an Order;
 - (d) modifications or alterations of the infringing materials (or any part of them), by anyone other than the Indemnifying Party or in accordance with the relevant Indemnifying Party's instructions, where the unmodified version of the infringing materials (or any part of them), would not have been infringing; or
 - (e) the Indemnified Party's continued use of the infringing materials (or any part of them) after having being notified of the Claim.

15 CHARGES

- 15.1 The Charges shall be as specified in the relevant Order.
- 15.2 In respect of professional services, transition services and exit services (unless otherwise stated in the Order), the Charges exclude the cost of:
- (a) hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by a Consultant; and
 - (b) any consumables used in the supply of the Services to the Customer,
- which SCC shall invoice the Customer for in accordance with the relevant Order. In terms of expenses, the Parties may agree an Expenses Day Rate, which shall be specified in the relevant Order and cover the expenses referred to in this Clause 15.2. Except for the Expenses Day Rate, all expenses, materials and consumables shall be invoiced by SCC at cost plus an administration charge of five percent (5%).
- 15.3 All Charges are in Pounds Sterling and exclusive of VAT or any other applicable tax or duty, which must be paid by the Customer in addition at the rate and in the manner prevailing at the relevant tax point.
- 15.4 The Charges may be subject to change in accordance with the provisions of the relevant Service Specific Terms or Special Terms.
- 15.5 Without prejudice to SCC's rights under Clause 15.4, provided that SCC provides the Customer with no less than thirty (30) days' prior written notice of its intention to do so, SCC shall be entitled to increase the relevant Charges on any day after expiry of the Initial Services Term (the "**Increase Date**"). If the Customer elects not to accept such increase, the Customer may terminate the relevant Order at the end of the Initial Services Term on no less than thirty (30) days' written notice.
- 15.6 If an Order (or part thereof) is terminated in accordance with the terms of the Order, or if delivery and/or access cannot be provided or Services are suspended as a result of a failure by the Customer, SCC shall be entitled (in addition to any other rights it may have) to be paid on a quantum meruit basis for any work completed by it, or for that part of the Services performed. SCC may invoice the Customer accordingly and such monies shall be immediately due for payment.
- 15.7 Where at the request of the Customer any work to provide the Services is done at any time which is not during the Hours of Support for that particular Service, unless otherwise agreed the Customer shall pay a charge for such work calculated at SCC's then current standard hourly rate, which shall be advised to and approved by the Customer prior to such works being carried out.

16 INVOICING AND PAYMENT

- 16.1 SCC may issue an invoice for the Charges relating to the Services in accordance with the timescales specified in the relevant Order.
- 16.2 The Customer shall pay all invoices within thirty (30) days of the date of such invoice. No payment will be deemed to have been received until SCC has received full and cleared funds.
- 16.3 All sums payable under an Order:
- (a) are exclusive of VAT or any other applicable tax or duty which must be paid in addition at the rate and in the manner prevailing at the relevant tax point and will become due immediately upon termination of an Order (as applicable); and
 - (b) shall be in Pounds Sterling to SCC's bank account as SCC may from time to time notify the Customer.

- 16.4 All payments to be made by the Customer under an Order will be made in full and without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.
- 16.5 SCC shall be entitled to impose a credit limit on the Customer and/or require payment of an increased security deposit and on written notice to the Customer may suspend or withhold any Services (or the delivery of any Products) in excess of the credit limit or security deposit, in the event that the Customer:
- (a) suffers a material and negative change in its financial or trading condition or in its credit rating; and/or
 - (b) fails to make payment in cleared funds within thirty (30) days of SCC's notification of non-payment.
- 16.6 SCC will be entitled to appoint a debt collection agency registered with the Financial Conduct Authority (FCA) for recovery of outstanding payments. In this event, the Customer agrees that additional charges will be levied to cover the costs of the debt collection agency.
- 16.7 In the event that the Customer reasonably disputes an invoice in good faith:
- (a) the Customer shall immediately notify SCC in writing explaining why in good faith it disputes the Charges set out on the invoice and pay the undisputed portion of such invoice in accordance with the terms of this Framework Agreement;
 - (b) the Parties shall meet to resolve such dispute in good faith, escalating the dispute where appropriate in accordance with the Dispute Resolution Procedure and continue to perform their respective obligations under this Framework Agreement and the affected Order while any dispute is being resolved, unless and until such obligations are terminated by the termination or expiration of this Framework Agreement and/or the affected Order.
- 16.8 If any sum payable under an Order which is not the subject of a good faith dispute is not paid by the due date, then without prejudice to SCC's other rights and remedies, SCC reserves the right to:
- (a) charge interest on such sum on a day to day basis (after as well as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of four percent (4%) per annum over the LIBOR base rate (or such other London Clearing Bank as SCC may nominate) from time to time in force. Such interest shall be paid on demand by the Customer; or
 - (b) suspend provision of the Services (or delivery of the Products) until payment has been received in full pursuant to Clause 18.5(a).
- 16.9 If the Services or Products are delivered in instalments or performed in stages, SCC reserves the right to invoice each instalment or stage as and when delivery is made to the Customer or the performance of a stage commences in which case payment shall be due in accordance with Clause 16.2, notwithstanding non-delivery of other instalments or stages or fulfilment of the entire Order.

17 LIABILITY

- 17.1 This Clause 17 sets out the total liability of each Party in respect of or in connection with its obligations under this Framework Agreement and each Order.
- 17.2 Nothing in this Framework Agreement or an Order shall exclude or limit either Party's liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) the indemnity in Clause 14 (Indemnity);
 - (d) any breach of Clause 20 (Confidentiality); or
 - (e) any liability which cannot legally be excluded or limited.
- 17.3 Subject to Clause 17.2, 17.4, 17.5 and 17.6, each Party's total maximum aggregate liability to the other Party:
- (a) arising under or in connection with each individual Order for Services in any Order Year,

- whether in contract, tort (including negligence) or otherwise shall, subject to Clause 17.3(b), not exceed one hundred per cent (100%) of the total Charges paid or payable under the Order in the Order Year on which the relevant claim(s) arose; and
- (b) when aggregated as a whole under or in connection with this Framework Agreement (not individually for each Order)) and whether in contract, tort (including negligence) or otherwise shall not exceed two million pounds (£2,000,000).
- 17.4 Subject to Clause 17.5, neither Party shall be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Framework Agreement or an Order for any:
- (a) loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings in each case whether direct or indirect; or
- (b) indirect, special or consequential loss or damage, howsoever arising.
- 17.5 SCC's total maximum aggregate liability in respect of the supply of Products shall, in each case, be the Charges paid by the Client for the Products as stated in the applicable Order for those Products.
- 17.6 Nothing in this Framework Agreement or an Order shall operate to exclude or limit the Customer's or any Customer Party's liability to SCC for any Charges which are properly due and owing under this Framework Agreement or an Order.
- 17.7 The Customer acknowledges that SCC may not have visibility or knowledge of the specific quantity or value of any data processed by the Customer or its customers in connection with or in utilising any of the Services provided by SCC under a particular Order. The Customer shall therefore be responsible for taking all steps it requires to mitigate the risks or effects of data loss or corruption inherent in the provision of any particular Services (including backing up all of its or its customers data in accordance with good industry practice wherever required). The Customer agrees that the only Services that SCC has agreed to provide to assist the Customer to mitigate the potential loss of or corruption of data will be limited exclusively to those expressly set out in a particular Order and provided for the Services in that Order only (where agreed). The Customer also agrees that, where SCC has expressly agreed to provide back-ups of data as part of the Services provided under a particular Order, SCC shall not be liable to the Customer or any other person in any circumstances for loss of or corruption of any data to the extent that the data has changed since the time that SCC was last required to perform a backup pursuant to the particular Order concerned.
- 17.8 The Customer acknowledges and accepts that each Customer Party shall have no direct recourse and shall bring no claim directly against SCC with respect to any liability or obligations in connection with this Framework Agreement or an Order, other than through the Customer who shall make any and all such claims on the Customer Party's behalf. Nothing in this Framework Agreement shall affect the right of the Customer to bring a claim against SCC on behalf of the Customer Party under this Framework Agreement or an Order.

18 TERMINATION

Framework Agreement

- 18.1 Either Party may immediately terminate this Framework Agreement by giving notice in writing to the other Party:
- (a) in accordance with the provisions of Clause 22.3 (Force Majeure); or
- (b) if the other Party is affected by an Insolvency Event.
- 18.2 In addition to its rights under Clause 18.1, SCC may immediately terminate this Framework Agreement and all then current Orders by giving notice in writing to the Customer if:
- (a) SCC has the right to terminate more than one Order in accordance with the provisions of Clause 18.3; or
- (b) the Customer undergoes a change of Control (save for the purpose of a solvent voluntary reconstruction or amalgamation).

Orders

- 18.3 Either Party may immediately terminate an Order by giving notice in writing to the other Party, if the other Party commits a material breach of the relevant Order which is:

- (a) incapable of remedy; or
- (b) capable of remedy, but fails to remedy it or persists in such breach after thirty (30) days of having been required in writing to remedy or desist.

18.4 In addition to its rights under Clause 18.3:

- (a) SCC may immediately terminate an Order for the Customer's failure to pay the Charges in accordance with Clause 16 (Invoicing and Payment); and
- (b) the Customer may terminate an Order in accordance with Clause 15.5 (Charges).

Suspension

18.5 Without prejudice to its other rights or remedies hereunder or generally at law, SCC may at its sole discretion suspend provision of the Services or Products or any part thereof without liability to the Customer immediately on written notice where:

- (a) the Customer has failed to pay the Charges in accordance with Clause 16 (Invoicing and Payment); and
- (b) SCC has a right to terminate this Framework Agreement or an Order, irrespective of whether it has exercised such right.

Such suspension will not entitle the Customer to terminate the Framework Agreement or Order and will not suspend or alleviate any of the Customer Obligations.

19 CONSEQUENCES OF TERMINATION

Termination of Framework Agreement

19.1 Subject to Clause 18.2(a) (Termination), termination of this Framework Agreement shall not terminate any Order then in force, unless the Parties agree otherwise in writing at the relevant time.

19.2 On termination of this Framework Agreement for any reason whatsoever:

- (a) no further Orders shall be created; and
- (b) Clause 1 (Definitions and Interpretation), Clause 13 (Intellectual Property Rights), Clause 14 (Indemnity), Clause 16 (Invoicing and Payment), Clause 17 (Liability), Clause 19 (Consequences of Termination), Clause 20 (Confidentiality), Clause 23 (Construction), Clause 24 (General), Clause 25 (Administration), Clause 27 (Law), Clause 28 (Jurisdiction) and any other provision which expressly or by implication is intended to come into or remain in force on or after termination, shall continue in full force and effect.

19.3 Termination of an Order in whole or part shall not affect any other Order or this Framework Agreement.

Termination of Orders

19.4 On termination of an Order:

- (a) subject to Clause 19.4(b) each of the Parties shall immediately return to the other Party (or, if the other Party so requests by notice in writing, destroy) all of the other Party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information, and shall make no further use of such Confidential Information;
- (b) if a Party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Clause 19.4(a), it shall notify the other Party in writing of such retention, giving details of the documents or materials that it must retain;
- (c) where SCC is providing Services, the Customer shall cease to make use of the relevant Services and permit SCC or any nominated representative of SCC to enter the Customer Site during any Business Day, upon reasonable notice, for the purpose of removing any or all of the equipment used by SCC to provide the Services; and
- (d) all sums payable to SCC under the relevant Order shall become due and payable immediately on receipt of SCC's invoice and SCC may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Customer shall pay these

invoices immediately on receipt.

- 19.5 Reference to termination of an Order in part in this Clause 19 means termination of the Services under one or more Service Annexes or termination of the supply of Products. If a Party elects to terminate an Order in part then such termination shall not affect the provision of the Services that have not been terminated except that SCC may adjust the Charges payable under the Order for the Services that have not been terminated.
- 19.6 Termination of this Framework Agreement or an Order in whole or part shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination of this Framework Agreement or the Order (as applicable).

Exit Assistance

- 19.7 Unless specified in an Order, no exit assistance shall be provided. If an Order is terminated for any reason, the Customer may request SCC to provide exit assistance. The provision of such exit assistance shall be subject to the Parties agreeing a separate Order, clearly defining each Party's obligations in respect of the transfer of the responsibility for the provision of the relevant Services to the Customer or, at the Customer's request, to another supplier and the Charges for the provision of such exit assistance.

20 CONFIDENTIALITY

- 20.1 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the Parties under this Framework Agreement or an Order and not use nor disclose the same, save for the purposes of the proper performance of this Framework Agreement or an Order, with the prior written consent of the other Party, or as may be required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority.
- 20.2 The Parties may disclose Confidential Information to an employee, consultant, supplier, member of its Group, subcontractor or agent to the extent necessary for the performance of this Framework Agreement or an Order, provided such disclosure is subject to obligations equivalent to those set out in this Clause 20. Each Party shall procure that any such employee, consultant, subcontractor or agent complies with such obligations and be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

21 DATA PROTECTION

- 21.1 In this Clause 21, the terms "Controller", "Personal Data", "Processor", "Processing" and "Data Subject" have the meanings given to them in the Data Protection Legislation.
- 21.2 The Parties acknowledge that the Customer is a Controller and SCC is a Processor in relation to Personal Data processed by SCC pursuant to this Framework Agreement or an Order.
- 21.3 The Personal Data which could be Processed by SCC in performing the Services (including where the Processing is related to the storage and transfer of data used by the Customer in the course of carrying on its business within its equipment, systems or applications which SCC services, hosts or provides compute infrastructure for) will be specified in the Order or, where not so specified, could relate to any individual anywhere in the world with whom the Customer and its users are communicating, doing business, providing a service to, employing (either potentially or historically) and anyone related to such individuals or other individuals. Unless specified in a particular Order, the Personal Data could be any type of personal data or special category of sensitive Personal Data that is Processed in connection with such systems, equipment or applications or on emails, information or other documents sent to or from the Customer or its users or created by them, all as determined by the Customer or the Customer's users. The Personal Data will be Processed for the duration of this Framework Agreement or the relevant Order. Where the Customer requests, the Parties may agree to set out in an individual Order the specific subject matter and duration, nature and purpose of particular Processing activities under that Order and the type of personal data being Processed and the specific categories of data subjects concerned.
- 21.4 The Customer shall:
- (a) ensure it has all necessary authority to Process Personal Data and to disclose or make available such Personal Data to SCC and to allow SCC to conduct the relevant processing activities required in order to provide the Services for the Customer in each case in accordance with all applicable Data Protection Legislation;

- (b) be responsible for ensuring that appropriate technical and organisational measures are in place for all Personal Data Processed within the Customer's IT environment by the Customer and SCC. The Parties agree that it is not appropriate for SCC to be responsible for determining appropriate technical and organisational measures related to the Customer's IT environment wherever it may be located unless the implementation of such measures are within the scope of the Services to be provided by SCC.
- 21.5 The Customer acknowledges and agrees that, taking into account the nature, scope, context and purposes of the processing of Personal Data that may be carried out by SCC in the course of the provision of the Services provided under an Order, it is not appropriate for SCC to implement and SCC shall not implement, unless expressly agreed by SCC in an Order or via the Change Control Procedure, specific back-up, pseudonymisation or encryption measures in respect of Personal Data Processed by the Supplier when performing the Services.
- 21.6 SCC shall:
- (a) Process the Personal Data only on the documented instructions of the Customer as set out in this Framework Agreement or an Order, in order to perform its obligations under this Framework Agreement or an Order and shall ensure it takes steps to ensure that its personnel only Process Personal Data on documented instructions from the Customer as set out in this Framework Agreement or an Order, unless required to do otherwise by applicable law;
 - (b) ensure that its personnel who are authorised to Process Personal Data are under obligations of confidentiality that are enforceable by SCC;
 - (c) take all measures required pursuant to Article 32 of GDPR;
 - (d) assist the Customer, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights under Chapter III of GDPR through the use of appropriate technical and organisational measures;
 - (e) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32-36 of GDPR taking into account the nature of the Processing and the information available to SCC;
 - (f) at the written election of the Customer, either delete or return the Personal Data (including all copies of it) at any time upon request by the Customer or promptly upon termination or expiry of the applicable Order; and
 - (g) make available to the Customer all information necessary to demonstrate compliance with the obligations in Article 28 of GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.
- 21.7 The Customer consents to the processing of Personal Data by SCC's Affiliate company Specialist Computer Centres Vietnam Company Limited for the purpose of providing out of hours support or for assistance with other Services sub-contracted by SCC to Specialist Computer Centres Vietnam Company Limited on the terms located at the following hyperlink <https://www.scc.com/Data-Exporter-Agreement-SCC-Vietnam.pdf> (the "**Model Clauses**"). The parties shall execute those Model Clauses at the same time as this Framework Agreement (or upon request by either party following execution of this Framework Agreement) and with SCC agreeing those Model Clauses in its capacity as agent acting on behalf of Specialist Computer Centres Vietnam Company Limited. SCC shall not otherwise Process or transfer Personal Data outside of the area comprising the European Economic Area and the United Kingdom without the prior written consent of the Customer, (and where consent is given such consent will be set out in the applicable Order) and without putting in place adequate protection for the Personal Data to enable compliance by the Customer and SCC with their obligations under applicable Data Protection Legislation. Prior to any such further transfer or Processing of Personal Data outside of the area comprising the European Economic Area or the United Kingdom or to a country without a finding of adequacy, the Customer and SCC shall enter into a further data transfer agreement on the terms of the standard contractual clauses approved by the European Commission from time to time (or as required under Applicable law where the United Kingdom is no longer part of the European Economic Area).
- 21.8 The Customer consents to the appointment by SCC of sub-processors as necessary for SCC to provide the Services.

22 FORCE MAJEURE

- 22.1 A Party will not be deemed to be in breach of this Framework Agreement or the affected Order nor liable for any failure or delay in performance of any obligations (except for those in relation to payment) under this Framework Agreement or the affected Order (and the date for performance of the obligations, including in the case of SCC the obligation to provide the Services, affected by Force Majeure will be extended or suspended as appropriate) as a result of Force Majeure, provided that such Party complies with the obligations set out in this Clause 22. Save as provided in Clause 22.2, a Force Majeure event will not entitle either Party to terminate this Framework Agreement or the affected Order.
- 22.2 The Party affected by Force Majeure shall:
- (a) as soon as reasonably practicable after becoming aware of the Force Majeure notify the other Party in writing of the matters constituting the Force Majeure, specifying the nature and extent of the Force Majeure;
 - (b) use its reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity (without being obliged to incur any expenditure); and
 - (c) keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure event continues.
- 22.3 If Force Majeure continues for longer than three (3) months, either Party may, whilst the Force Majeure continues terminate this Framework Agreement or the affected Order on a date to be specified in that notice, which must not be less than fifteen (15) calendar days after the date on which the notice is given by notice in writing to the other Party.

23 CONSTRUCTION

23.1 Entire Agreement:

- (a) In respect of each particular Order, this Framework Agreement and that Order and the documents referenced within this Framework Agreement and that Order contain the entire agreement between the Parties in relation to the subject matter of that Order and supersede any prior arrangement, understanding written or oral agreements between the Parties in relation to such subject matter.
 - (b) Neither this Framework Agreement nor any Order has been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Framework Agreement and the relevant Order.
 - (c) Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Framework Agreement or the relevant Order which it might otherwise have had in relation to them.
 - (d) Nothing in this Clause 23.1 will exclude either Party's liability in respect of misrepresentations made fraudulently.
 - (e) The Framework Terms, and where applicable Service Specific Terms and Special Terms are the only terms and conditions which the Parties have agreed will apply in relation to the subject matter of this Framework Agreement and each Order. No terms or conditions endorsed upon, delivered with or contained in any Customer documentation will form part of this Framework Agreement or an Order, unless specifically agreed in advance, in writing by SCC with reference to this Clause 23.1(e).
- 23.2 **Exclusions:** Except as otherwise specifically provided in this Framework Agreement or an Order, SCC hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in this Framework Agreement or an Order) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of either Party.
- 23.3 **Severability:** If at any time any part of this Framework Agreement or an Order is held to be or becomes void or otherwise unenforceable for any reason under any applicable laws, the same shall be deemed omitted from this Framework Agreement or the Order and the validity and/or

enforceability of the remaining provisions of the Framework Agreement or the Order shall not in any way be affected or impaired as a result of that omission.

23.4 Waiver:

- (a) The rights and remedies of either Party in respect of this Framework Agreement or an Order shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that Party to the other Party nor by any failure of, or delay in ascertaining or exercising any such rights or remedies.
- (b) Any waiver of any breach of this Framework Agreement or an Order shall be in writing.
- (c) The waiver by either Party of any breach of this Framework Agreement or an Order shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

24 GENERAL

24.1 Assignment: Save that SCC may assign the right to receive payment of the Charges without consent, neither Party may otherwise assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Framework Agreement or an Order without the prior written consent of the other Party.

24.2 Subcontracting: SCC may subcontract any or all of its rights and obligations under an Order as SCC, in its absolute discretion, sees fit. Such sub-contracting shall not relieve SCC from any liability or obligation under this Framework Agreement or an Order and SCC shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, agents or servants as fully as if they were acts, omissions, defaults or negligence of itself.

24.3 Third Party Rights: A person who is not a Party to this Framework Agreement or an Order has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Framework Agreement or an Order.

24.4 No pledge: Neither Party may pledge the credit of the other Party nor represent itself as being the other Party nor an agent, partner, employee or representative of the other Party or hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other.

24.5 Export: Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

24.6 No partnership: Nothing in this Framework Agreement or an Order, and no action taken by the Parties pursuant to this Framework Agreement or an Order creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

24.7 Communications, announcements and use of trade marks and names:

- (a) Neither Party shall make any press release or public announcement concerning or referring to the other Party or the existence or subject matter of this Framework Agreement without the prior written approval of the other Party.
- (b) The Customer shall not use any SCC or Third Party Vendor trade mark or name without the prior the written consent of SCC or Third Party Vendor (as applicable) (on a case by case basis).

25 ADMINISTRATION

25.1 Language: This Framework Agreement and each Order is entered into in the English language. All amendments or correspondence concerning or relating to this Framework Agreement and each Order and all notices given and all documentation to be delivered by either Party to the other shall be in writing in the English language.

25.2 Variation: No purported alteration or variation of this Framework Agreement or an Order shall be effective unless it is made in accordance with the Change Control Procedure.

25.3 Counterpart Signatures:

- (a) This Framework Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Framework Agreement, but all the counterparts together constitute the same Framework Agreement.
- (b) Orders may be executed in any number of counterparts, each of which when executed shall constitute an original of the relevant Order, but all the counterparts together constitute the same Order.
- (c) No counterpart shall be effective until each Party has executed at least one counterpart.

25.4 Notices:

- (a) All notices that are required to be given under this Framework Agreement or an Order must be in writing in accordance with Clause 25.4(b).
- (b) Notices may be served in the ways and to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Framework Agreement and an Order and, the following table sets out the respective deemed time and proof of service:

SCC CONTACTS

| SCC Account Manager | |
|---------------------|-----------|
| Name: | <<enter>> |
| E-mail address: | <<enter>> |
| Telephone number: | <<enter>> |

CUSTOMER CONTACTS

| Customer Contract Manager: | |
|----------------------------|-----------|
| Name: | <<enter>> |
| E-mail address: | <<enter>> |
| Telephone number: | <<enter>> |

| Manner of Delivery | Deemed time of delivery | Proof of service |
|---|--|--|
| Personal delivery | 9.00am on the following Business Day | properly addressed and delivered |
| Prepaid first class domestic postal service | 9.00am on the second Business Day after posting. | properly addressed prepaid and posted |
| Email | at the time of transmission, or, if this time falls outside business hours, at 9.00 am on the next Business Day after transmission | sent by email to the address specified above |

26 DISPUTE RESOLUTION PROCEDURE

- 26.1 All disputes, differences or questions arising in relation to this Framework Agreement or an Order shall be referred in the first instance to the SCC Account Manager and the Customer Contract Manager who shall call a meeting and attempt to settle the dispute within twenty (20) Business Days.
- 26.2 If the persons in Clause 26.1 are unable to resolve the dispute, the Parties shall refer the dispute to the Sales Director of SCC and the equivalent senior manager of the Customer who shall call a meeting and attempt to settle the dispute within ten (10) Business Days.
- 26.3 If the persons in Clause 26.2 are also unable to resolve the dispute within ten (10) Business Days, the Parties shall have no further obligation to follow this Dispute Resolution Procedure.
- 26.4 Neither Party may initiate any legal action until the procedure set out in Clauses 26.1, 26.2 and 26.3 has been completed except that in no event shall the provisions of this Clause 26 operate to prevent a Party seeking interim relief in respect of any dispute or differences.

27 LAW

This Framework Agreement and each Order and any issues, disputes or claims arising out of or in connection with them (whether contractual or non-contractual in nature such as claims in tort, from breach

of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

28 JURISDICTION

All disputes or claims arising out of or relating to this Framework Agreement or an Order shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.

Schedule 1

1. Order Template



2. MSFA Order Form
Template [AV10].docx

2. SoW Template



SCC-Statement of
Work Template [AV1].

Schedule 2

Change Request Form Template

| Change Request Form | |
|--|--|
| Framework Agreement Ref: | |
| Order Ref: | |
| Customer Name: | |
| CRF Reference No: | |
| CRF Version No | |
| Title of Change | |
| CRF Originator | |
| Service Commencement Date | |
| Reason for Change | |
| | |
| Full Details of Change | |
| | |
| Impact on Services or Service Levels | |
| | |
| Implementation Plan | |
| | |
| Timetable for Implementation | |
| | |
| Amendments Required to the Framework Terms and Conditions, Order and/ or Service Annexes | |
| | |
| Change to Charges | |
| | |

| | | | |
|---|--------------|--|--------------|
| | | | |
| Schedule of Payments | | | |
| | | | |
| Other Issues | | | |
| | | | |
| Agreed for and on behalf of the Customer | | Agreed for and on behalf of SCC | |
| Signature: | | Signature: | |
| Title: | | Title: | |
| Date: | | Date: | |
| Rejected | Y / N | Rejected | Y / N |
| Reason for Rejection; | | Reason for Rejection; | |
| Actions; | | Actions; | |