# BASIS LABORATORIES

# FRAMEWORK AGREEMENT

## VERSION 7.0
## 10-12-2023

This Framework Agreement is dated [ DATE]

**BETWEEN**

**(1)** **Basis Laboratories** a company incorporated in England and Wales (registered company number 05364309) whose registered office is at [30 Churchill Place, E14 5EU, Canary Wharf, London] (**"Basis Labs"**); and

**(2)** [THIRD PARTY COMPANY NAME] a company incorporated in England and Wales (registered company number [THIRD PARTY COMPANY NUMBER]) whose registered office is at: [THIRD PARTY COMPANY ADDRESS] (**"Client"**), each a **"Party"** and together the **"Parties"**.

**BACKGROUND**

(A) Basis Labs [and its Affiliates] [is/are] in the business of supplying Managed Services, Services and/or Products to clients.

(B) Client wishes to appoint Basis Labs [or one of its Affiliates] to provide some or all of the Managed Services, Services and/or Products to Client [or one of its Affiliates] under this framework agreement ("Framework Agreement") and as specifically set out in the call-off contract formed in accordance with Clause 3.

(C) When Client [or any of its Affiliates] wishes to buy Available Services from Basis Labs, if Basis Labs is able to meet such request, the [relevant] Parties will enter into a separate call-off contract subject to and in accordance with the terms and conditions set out in this Framework Agreement.

(D) Each Order [by the relevant Parties] constitutes the binding contract for the provision of Managed Services, Services and/or Products by Basis Labs as applicable subject to and in accordance with the terms and conditions set out in this Framework Agreement.

**AGREED TERMS**

PART A – GENERAL TERMS APPLICABLE TO ALL ORDERS

This Part A sets out the general terms and conditions at Clauses 1 – 26 inclusive which apply to any Order between the Client and Basis Labs agreed

under this Framework Agreement.

Parts B, C and D set out specific, additional terms applicable as follows : i) Part B: Managed Services,

ii) Part C : Services and iii) Part C: Products     .

1.  **DEFINITIONS AND INTERPRETATION**

1.1  The definitions and rules of interpretation as set out in Schedule 1 apply in this Framework Agreement and the Order unless expressly stated otherwise.

2.  **AGREEMENT TO PROVIDE MANAGED SERVICES, SERVICES AND PRODUCTS**

2.1  Client accepts that the Managed Services, Services and Products are provided and performed in consideration of the payment by Client to Basis Labs of the relevant Charges in accordance with Clause 4.

2.2  The supply of Managed Services, Services and/or Products by Basis Labs shall be governed by:

2.2.1  the terms and conditions in this Framework Agreement (including its Schedules); and

2.2.2  the terms and conditions set out in any applicable Order.

2.3  If there is, at any time, any conflict, ambiguity or inconsistency between any of the terms and conditions this Framework Agreement, the Schedules to this Framework Agreement and the terms set out in any Order, then the following order of precedence shall apply (in descending order) unless expressly written otherwise within the applicable Order:

2.3.1  Any special conditions in an Order which are expressly labelled as special conditions that vary the terms of this Framework Agreement;

2.3.2  the appropriate specific Parts B,C and/or D (as applicable) of this Framework Agreement;

2.3.3  Part A of this Framework Agreement ;

2.3.4  the Schedules to this Framework Agreement;

2.3.5  any annexes or appendices to the Schedules;

2.3.6  any other provision of the Order.

2.4  An Order may only be varied in writing between the Parties in accordance with Clauses 15 and 26.6 of this Framework Agreement (as applicable).

3.  **ORDER CREATION AND PLACEMENT**

3.1  Each Order shall be agreed in the following manner:

3.1.1 Client shall request Basis Labs to provide Available Services. Client shall provide Basis Labs with as much information as Basis Labs reasonably requests in order to assess its ability to provide the Available Services requested by Client;

3.1.2 following receipt of the information requested from Client, one of the following will occur:

(a) Basis Labs shall, as soon as reasonably practicable, inform Client that it declines to provide the requested Available Services; or

(b) in respect of requests by Client for Managed Services and/or Services:

(i) Basis Labs shall, as soon as reasonably practicable, provide Client with a draft statement of work, quote, proposal or equivalent document;

(ii) Basis Labs and Client shall discuss and agree the draft statement of work, quote, proposal or equivalent document; and

(iii) Following agreement under Clause 3.1.2 (b)(ii) above Basis Labs will prepare and submit to the Client for signature the call-off contract either in the form of a final statement of work or suitable equivalent written document (**"Agreed Order Document"**) and both parties shall sign the Agreed Order Document or alternatively the Client may raise a purchase order referencing the Agreed Order Document thereby incorporating the Agreed Order Document and this Framework Agreement.

(iv) Following either signature or purchase order placement in accordance with Clause 3 (b) (iii) above the Agreed Order Document shall become the "Order" for Managed Services and/or Services as applicable; and

(c) in respect of requests by Client for Products:

(i) Basis Labs shall, as soon as reasonably practicable: issue Client with a written quotation in respect of the Products requested; and

(ii) where Client accepts Basis Labs's quotation Client must sign the quotation and the signed quotation shall become the "Order".

3.2 Once an Order is created in accordance with Clause 3.1, no amendment shall be made to it except in accordance with Clauses 15 and 26.6.

3.3 Each Order shall be subject to the terms of this Framework Agreement (as applicable) but each Order shall form a separate contract between the Parties.

3.4 The terms and conditions within this Framework Agreement and each Order shall apply to the exclusion of all other terms and conditions and prevail over any terms or conditions that the Client seeks to impose or incorporate through any means, or which are implied by trade custom or practice or course of dealing including client standard documentation such as purchase orders and invoices.

3.5 Following the creation of an Order the Client must either: (i) provide a purchase order to Basis Labs; or (ii) provide Basis Labs with a valid purchase order number to invoice against.

**4.  PRICES CHARGES AND PAYMENT**

4.1 Unless expressly excluded otherwise within the Order all Charges, prices and rates are subject to the pricing conditions contained within this Clause 4. Prices, rates, Charges payable and the payment terms for any of the Managed Services, Services and/or Products will be set out in the Order. Where the Order makes no such provision as to the Charges payable and/or the payment terms, such Order shall be treated as invalid until such time as the Parties have agreed such Charges, rates, prices and/ or payment terms.

4.2 Unless otherwise provided for in a relevant Order, Managed Services, Services and/or Products shall be provided and performed during Business Hours. Managed Services, Services and/or Products provided and/or performed outside Business Hours shall only be provided and performed subject to specific prior written agreement between Basis Labs and Client. All work provided or performed outside Business Hours is subject to out-of-hours Charges as specified in the Order, and if no such out of-hours Charges are specified in the Order then the following multipliers are applicable to Basis Labs's prevailing day rates: Mon-Fri -  1.5x rate
**Sat-Sun – 2.0x rate**

4.3 Where a given Charge is payable by reference to a period of time and the Order under which such Charge is payable terminates part way through that period, Client shall be obliged to pay that Charge on a pro rata basis for the period up to the date of termination of the Order.

4.4 Where Basis Labs has a Service Provider Licensing Agreement with a Software Vendor of Third Party Software as a result of the Order :(i) if Client is the sole beneficiary of any Software Vendor's Third Party Software, Basis Labs may pass on to Client any price increase imposed on Basis Labs by the Software Vendor (**"Sole Beneficiary"**); and/or (ii) where multiple Basis Labs clients have the benefit of any such Software Vendor's Third Party Software, Basis Labs reserves the right to pass on to Client a reasonable apportionment of such price increase (**"Shared Beneficiary"**). Basis Labs will provide advance written notice of any such increase, together with a copy of the price increase notice received from the applicable Software Vendor.

4.5 Unless expressly agreed otherwise within the Order, the currency of this Framework Agreement and the Order is British pounds sterling (£GBP) (**"Sterling"**) and all amounts due shall be invoiced by Basis Labs in Sterling.

4.6 Subject to Clauses 4.7 to 4.9 inclusive, the Client shall have the option of paying all amounts due under this Framework Agreement and the Order in either:

4.6.1 Sterling; or

4.6.2 the Client's local currency or any other currency that is not Sterling (**"Local Currency"**).

4.7 The rate of exchange shall be National Westminster Bank's spot rate for the purchase of the Local Currency at 17.00 on the day Basis Labs first receives payment of the amount paid in Local Currency (or, if that is not a Business Day, the Business Day immediately following it).

4.8 If the Client makes payment of any amount due in Local Currency, it shall pay on Basis Labs's written demand 100% of any shortfall from the Sterling amount invoiced that arises when the amount paid in Local Currency is converted into Sterling in accordance with Clause 4.7, along with any bank or other costs of conversion incurred by Basis Labs, provided, however, that Basis Labs shall waive any shortfall that is less than the lower amount of either 3% of the corresponding Sterling amount owed or £25 (twenty-five pounds).

4.9 Basis Labs shall on written request provides the Client with data supporting its calculation of the Sterling equivalent of any

payment in Local Currency, any shortfall from the Sterling price, and any conversion costs. Basis Labs's invoice for these amounts shall be binding on the Client, in the absence of manifest error.

4.10 Unless the Order expressly waives this Clause 4.10 if there is an increase in costs : (i) charged to Basis Labs by any supplier; or (ii) in the aggregate by its suppliers in connection with this Framework Agreement or Order due to currency fluctuations then Basis Labs shall be entitled to pass on such increases to the Client and increase the prices, rates and Charges by an equivalent amount.

4.11 Basis Labs shall invoice all Charges in accordance with the Order and Client shall pay all invoices within thirty (30) days of the date of the invoice (the "Due Date").

4.12 Client shall pay by the Due Date all undisputed amounts in full without any deduction or withholding and Client must not assert any credit, set-off or counterclaim against Basis Labs in order to justify withholding payment of any such amount in whole or in part. Basis Labs may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Basis Labs to the Client.

4.13 Any disputed invoices, or amounts therein, must be notified to Basis Labs in writing within five (5) Business Days of the invoice date clearly stating the basis for such disputed sum and with supporting evidence.

4.14 In the event that : (i) any Basis Labs applicable credit insurance facilities are withdrawn, or amended; and/or (ii) Basis Labs is advised or instructed by such credit agencies to withdraw or reduce credit in respect of the Client; and/or (iii) Basis Labs in its reasonable opinion based on credit reference agency reports (or similar) determines that credit facilities for the Client must be reduced on a risk balance basis, then Basis Labs shall be entitled to amend the payment terms from that stated under the Order to advance payment terms or as otherwise determined by Basis Labs. Basis Labs will review such revised terms on a periodic 3-6 month basis to determine if payment terms are able to be reinstated or

improved for the Client. In any event, Basis Labs's decision is final.

4.15 Unless expressly otherwise stated in an Order, all prices, rates and Charges set out or referred to in the Order are exclusive of VAT and any other imposed taxes or duties for which Client shall be additionally liable.

4.16 In the event payments are not received by the Due Date, Basis Labs reserves the right to charge an admin fee of £100 per invoice per week for the Client's failure to make payment by the Due Date. Further, without limiting Basis Labs's remedies under this Framework Agreement, where Client fails to pay Basis Labs by the Due Date, then Client shall pay interest on the overdue amount at the rate of 5% per annum above Barclays Bank's annual base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount is received in clear funds, whether before or after judgement. The Client shall pay the interest together with the overdue amount plus any other fees or charges applicable.

4.17 If a Trigger Event occurs then Basis Labs shall be entitled to increase the Charges by a reasonable amount.

4.18 Basis Labs shall be entitled to increase the prices, rates and Charges where the costs incurred by Basis Labs in the provision of the relevant Managed Services, Services and/or Products increase through factors that are outside of Basis Labs's control, including energy, licensing and charges levied by third party services providers, legal or regulatory requirement. Basis Labs shall give the Client advance written notice of such increases.

4.19 Without prejudice to any other pricing conditions within this Clause 4, prices, rates and Charges are valid for 12 months from the Commencement Date. On the 1 year anniversary of the Commencement Date and upon each 12-month anniversary thereafter (**"RPI Review Date"**), the prices rates and Charges shall be increased by application of the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics plus 2%. The RPI % used to calculate such increase will be that % published for the RPI Review Date.

5. CLIENT'S OBLIGATIONS 5.1 Client must

5.1.1 act in; good faith, a cooperative and collaborative manner and treat Basis Labs, its Personnel and subcontractors with dignity and respect at all times;

5.1.2 without delay provide Basis Labs, its Personnel and sub-contractors all; information, documentation, items and materials as may be reasonably requested by Basis Labs in the lawful performance of the Order;

5.1.3 comply and perform its responsibilities and obligations in a timely manner and in accordance with any agreed project or other plans/critical dates;

5.1.4 provide Basis Labs, its Personnel and subcontractors with all reasonable co-operation as reasonably necessary in relation to performance of their obligation under this Framework Agreement and each Order;

5.1.5 provide Basis Labs, its Personnel and subcontractors with all assistance as may be reasonably requested by Basis Labs from time to time in relation to Orders;

5.1.6 obtain and maintain all necessary licences and consents as required by any Order and perform its obligations under this agreement in accordance with all Applicable Laws;

5.1.7 promptly provide any assistance, information, health, safety and access information relating to Client Site(s) where relevant, including facilities, Documentation, access and other matters reasonably requested by Basis Labs;

5.1.8 provide for Basis Labs, its employees, Personnel and sub-contractors access to Client Sites and other facilities such as power, parking and toilet facilities, free of charge and as reasonably required by Basis Labs including any such access as is specified in an Order and provide a safe system of work and discharge all of its obligations under all applicable health and safety legislation at all Client Site(s) visited by Basis Labs Personnel or sub-contractors in the course of performance of Basis Labs's obligations under this agreement such obligations including but not limited to the delivery and installation of Products at Client Site(s);

5.1.9 promptly inform Basis Labs of any matters which it has reason to believe are likely to

materially adversely affect the provision of the Managed Services, Services and Products to Client including any and all proposed changes to Client's Environment or Client's infrastructure, delay and/or disruption that may occur;

5.1.10 promptly comply with Basis Labs's reasonable instructions and advice relating to the provision of the Managed Services, Services and/or Products and security, integrity or performance of the Managed Services, Services and/or Products;

5.1.11 allow Basis Labs to provide and perform the Managed Services, Services and/or Products and its obligations under an Order without obstruction or disruption;

5.1.12 meet any additional Client obligations as detailed in any Order or otherwise agreed in writing and advise Basis Labs promptly of any issue or delay in meeting any such Client obligations that could impact the Managed Services, Services and / or Products delivery;

5.1.13 complete its agreed responsibilities in relation to Acceptance Tests (if applicable), in accordance with the Order, project plans or as otherwise agreed in writing from time to time between the Parties and notify Basis Labs of any failures in writing, within five (5) Business Days, unless otherwise agreed in the applicable Order;

5.1.14 provide Basis Labs its Personnel and subcontractors unhindered and clear access to: Equipment, Client Environment, infrastructure and/or Client's Site, information and systems as reasonably required to enable Basis Labs to perform the Managed Services, Services and/or provide Products; and

5.1.15 Enable Basis Labs to remain compliant with applicable Third Party Software, legal and contractual obligations through deployment of monitoring tools to count Client licence use (**"Licence Monitoring"**). Where Client is licenced Third Party Software under the Order Client is responsible for payment of each licence deployed, where Licence Monitoring identifies any under-licensing Basis Labs shall promptly procure any additional licenses and perform such acts as reasonably necessary to remain compliant with Third Party Vendor Software contractual obligations and take action to address such under-licensing and invoice Client for additional licence usage according to the Licence Monitoring. Failure to procure the correct licence count by Client may result in additional costs, expenses, fees, charges imposed by Third Party software Vendor on Basis Labs being passed through to

Client.

5.2 Without prejudice to Clause 7.6, if Client fails to comply with any obligation in relation to the provision or performance of the Managed Services, Services and/ or Products, then Basis Labs may provide written notice under this Clause of Basis Labs's intention to suspend service identifying the failure of the Client, the remedy and the timeframe required for remedy, and if the Client fails to act or remedy then Basis Labs may suspend the provision and performance of the Managed Services, Services and/ or Products affected until such time that the failure has been fully remedied by Client and the time for delivery/performance shall be extended to reflect any resulting delay if required by Basis Labs and Basis Labs shall be relieved of liability for this period. If the delay or Client's failure to act has resulted in an additional or an increase in the effort, time and/or cost to Basis Labs of carrying out its obligations under an Order, unless otherwise expressly provided for in a relevant Order, Basis Labs may invoice Client to recover such costs. Basis Labs acknowledges it has a positive obligation to mitigate its costs in relation to delays and will reasonably substantiate such additional cost or alternatively at Basis Labs's option : use the Basis Labs rate card on a time and materials basis to recover for additional effort required and/or use the admin charges in the Order to charge Client as a result of the Clients failure. For the purpose of this Clause timely payment shall be regarded as a material obligation.

5.3 Unless otherwise stated to the contrary in an Order, Client is responsible for providing at its own expense such computer hardware and Client Software as Basis Labs may reasonably require in order to carry out its obligations to supply any of the Managed Services, Services and/ or

Products, and for maintaining such computer hardware and Client Software.

5.4 Client must maintain at its own cost the continuous operation of Client's Environment, except where this is the express written responsibility of Basis Labs under the terms of an Order. Client acknowledges that whilst Basis Labs may provide guidance as to how the requirements for Client's Environment might be met, Basis Labs shall have no responsibility or liability for the selection, implementation, operation, security, maintenance or suitability of the Client's Environment, unless Basis Labs is specifically contracted to provide such advice via a Services Order for such consultancy.

5.4 Whilst it remains on Client's premises and/or in Client's control or possession, and unless expressly otherwise agreed as part of the terms of an Order, Client shall keep and maintain Basis Labs Equipment in good condition (fair wear and tear excepted) and shall not dispose of or use Basis Labs Equipment other than in accordance with Basis Labs's written instructions or authorisation.

5.6 If at any time Client makes any claim whatsoever against Basis Labs or otherwise requests Basis Labs to investigate any problem that has arisen in connection with the provision of the Managed Services, or Services, or Products, Client shall provide

Basis Labs and Basis Labs's Personnel and subcontractors with all reasonable support and assistance (and where applicable physical access) to work on and modify as required the Managed Services, or Services, or Products. Where such investigation is demonstrated not to be as a direct result of a Basis Labs default (**"No Fault found"**), Basis Labs reserve the right to charge the Client for reasonably incurred and/or wasted costs for such work, such charges may where appropriate be calculated using the Basis Labs prevailing rate card or the rate card in the Order. Basis Labs shall provide the Client with reasonable evidence such as time sheets to demonstrate the wasted costs incurred and shall use reasonable endeavours to mitigate its costs.

5.7 Client represents, warrants, undertakes and agrees with Basis Labs as follows:

5.7.1 Client's Input Material does not and shall not infringe any Intellectual Property Rights or any other rights whatsoever of any person;

5.7.2 Client's Input Material is not under the laws of any legal jurisdiction obscene or blasphemous, offensive to religion, indecent, pornographic, offensive, defamatory or threatening to any person, liable to incite racial hatred or acts of terrorism and does not contain any material which has been obtained in violation of any Applicable Laws and nothing contained in Client's Input Material would if published constitute a contempt of court;

5.7.3 Client shall indemnify and keep Basis Labs indemnified from and against all actions, proceedings, claims, demands, costs, charges, losses and/or expenses (including legal costs of Basis Labs on a solicitor and own Client basis) and other liabilities however arising directly or indirectly as a result of any breach or non-performance by Client of any Client's undertakings covenants warranties or obligations under the Framework Agreement.

5.7.4 It shall use all reasonable endeavours to ensure all information and Documentation contained in Client's Input Material is true, accurate and complete in all respects whether provided to Basis Labs before or after the Effective Date or Commencement Date as applicable.

6. **Basis Labs'S OBLIGATIONS**

6.1 In addition to the specific obligations of Basis Labs in respect of the Managed Services, Services and Products as set out in Parts B, C and D of this Framework Agreement respectively, Basis Labs shall:

6.1.1 act in: good faith a cooperative and collaborative manner and treat Client, its Personnel and subcontractors with dignity and respect at all times

6.1.2 have full authority to enter into and perform the terms of the Framework Agreement and any Order;

6.1.3 have title to and property in any Products and Equipment to be supplied under a given Order and any such Products and Equipment will be free of all encumbrances, unless otherwise expressly set out in an Order;

6.1.4    provide Client, its Personnel and subcontractors with all co-operation as is reasonably necessary in relation to this agreement;

6.1.5    provide Client with all information and assistance as may be reasonably required in order to enjoy the Managed Services, Services and/ or Products; and

6.1.6    meet Basis Labs's obligations as detailed in an Order and advise Client promptly of any issue or delay that could impact the Managed Services, Services and/ or Products' delivery.

6.2    Basis Labs shall use its reasonable endeavours to procure that its Personnel:

6.2.1    comply with all Client's reasonable and lawful instructions in connection with their use of and access to Client's Site(s), Client's Personnel and Client's Environment in connection with the provision of the Managed Services, Services and Products; and

6.2.2    comply with all reasonable health and safety and security policies of Client that are made known to its Personnel.

6.3    Save as expressly provided to the contrary elsewhere in this agreement or any applicable Order, Basis Labs shall be responsible for the risk of loss of, and physical damage to, any property, systems or materials used by it in the performance of its obligations under this Framework Agreement, except to the extent that any loss of, or physical damage to, any such property, systems or materials is caused or contributed to by an act or omission of the Client or its personnel.

## 7.    LIMITATION OF LIABILITY

7.1    The following provisions in this Clause 7 set out the entire liability of Basis Labs and the Client (where stated) (including any liability for the acts and omissions of its Personnel, suppliers and subcontractors) in respect of:

7.1.1    any use made by the Client of the Managed Service, Services, and/or Products (as applicable);

7.1.2    any breach of their contractual obligations arising under the Framework Agreement and any Order;

7.1.3    any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence), or breach of statutory duty or

restitution arising under or in connection with the Framework Agreement and any Order.

7.2    Any act or omission on the part of the Client, Basis Labs or its Personnel, suppliers and/or subcontractors falling within Clause 7.1 shall for the purposes of this Clause 7 be known as an "Event of Default".

7.3    Nothing shall limit Basis Labs's or the Client's liability for: (i) fraud or any fraudulent misrepresentation; or (ii) death or personal injury resulting from its own negligence or that of its own Personnel, suppliers and/or sub-contractors; or (iii) any other liability which cannot lawfully be excluded or limited by Applicable Law; or (vi) in the case of the Client, the Client's obligation to pay the prices, rates and Charges.

7.4    Subject to Clause 7.3 (liabilities that can not be legally limited), Clause 7.5 (consequential losses exclusions), Clause 7.6 (contributory liability conditions), Clause 7.7 (specific liability limits) and Clause 7.9 (Public Cloud Provider exclusion), the total aggregate liability of each Party in respect of all Events of Default shall be limited in accordance with Clauses 7.4.1 to 7.4.4 (inclusive) as follows:

7.4.1    in respect of Managed Services, to an amount equal to 100% of the total Managed Services Charges paid to Basis Labs under the applicable Order for the Managed Services during the 12 months preceding the date on which the Event of Default or series thereof (as the case maybe) occurred, this calculation shall exclude Charges generated by the Public Cloud Provider under any Public Cloud Terms;

7.4.2    in respect of Services, to 100% of the total Services Charges paid to Basis Labs under the applicable Order for the Services during the 12 months preceding the date on which the Event of Default or series thereof (as the case maybe) arose; and

7.4.3    in respect of Products, to an amount equal to the lesser of £1,000,000 (one million pounds) or 100% of the total Charges paid to Basis Labs for the defective Product under the applicable Order during the 12 months preceding the date on which the Event of Default or series thereof (as the case maybe) arose.

7.4.4    Any and all other liability which does not fall within Clauses 7.4.1 to 7.4.3 shall not exceed

an amount equal to 100% of the total Charges paid to Basis Labs under the applicable Order during the 12 months preceding the date on which the breach or claim arose.

7.5 Subject to Clause 7.3, neither Party shall be liable to the other for:

7.5.1 any indirect or consequential loss, cost, damages, charges or expenses howsoever arising;

7.5.2 loss of profits;

7.5.3 loss of turnover;

7.5.4 loss of anticipated savings;

7.5.5 loss of business opportunity;

7.5.6 loss or depletion of goodwill or similar losses;

7.5.7 loss of reputation or damage to brand;

7.5.8 loss of website electronic commerce transactions, traffic, data (excluding loss of personal data), software code or data capture,

provided that Clause 7.5 shall not prevent claims for loss of or damage to Client's tangible property that fall within the provisions of Clause 7.4 or any other claim for direct financial loss that are not excluded by Clauses 7.5.1 to 7.5.8 inclusive.

7.6 Subject to Clause 7.3 (liabilities that can not be legally limited), Clause 7.5 (consequential losses exclusions), Clause 7.7 (specific liability limits) and Clause 7.9 (Public Cloud Provider exclusion), Basis Labs shall not be liable to Client for any losses, damages, charges, costs or expenses, howsoever arising which Client shall suffer or incur by reason of:

7.6.1 the failure of Client to observe and perform its obligations under the Framework Agreement and/or the Order;

7.6.2 any unauthorised access or use of Basis Labs's Background Intellectual Property in breach of the Framework Agreement and Order;

7.6.3 its use of the Managed Services, or Services or Products after it became or should have become aware of an Event of Default but before Basis Labs has confirmed that a solution has been completed; or

7.6.4 an Event of Default which occurs before the Live or Acceptance Date or which occurred following identification but prior to resolution of a defect.

7.7 Subject to Clause 7.3, Clause 7.5, Clause 7.6 and Clause 7.9: (i) Basis Labs's total aggregate liability under or in connection with this Framework Agreement and all Orders placed under it, in respect of a breach of: Clause 8 (IPR), Clause 9 (Confidentiality), and the indemnity under Clause 21 (Data Protection) shall be limited to £1,000,000 (one million pounds); and; (ii) the total aggregate liability of the Client in respect of the indemnity under Clause 21.9 shall be limited to £1,000,000 (one million pounds).

7.8 Except as expressly provided in this Framework Agreement or the Order, all conditions, warranties, terms, undertakings, express or implied, statutory or otherwise, in respect of the Managed Services, Services and/ or Products are hereby excluded to the fullest extent permitted by Applicable Law.

7.9 Subject to Clause 7.3 (liability that cannot be legally limited) Basis Labs shall have no liability to the Client for any breach of its obligations in respect of the Managed Services, Services and/or Products to the extent such breach is caused by any act or omission of the relevant Public Cloud Provider.

7.10 Each Party has a positive obligation to mitigate its costs, charges, losses, expenses or similar. This Clause 7.10 shall apply to all indemnities provided by each Party under this Framework Agreement or any Order.

7.11 Without prejudice to Clause 7.3, unless a Party notifies the other Party that it intends to make a claim in respect of an Event of Default within the required notice period, the other Party shall have no liability for that Event of Default. The notice period for any Event of Default shall start on the day on which the Party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it) and shall expire 12 months from that date. The notice must be in writing and must identify the Event of Default and the grounds for the claim in reasonable detail providing supporting evidence and reference to the particular obligation breached.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Unless otherwise expressly written in an Order, Basis Labs and Client irrevocably agree that all existing and future Intellectual

Property Rights in the Managed Services, Services, and Products and Basis Labs's Background Intellectual Property shall at all times during the continuance of this Framework Agreement and any Order, and following termination vest absolutely in Basis Labs or Basis Labs's suppliers as applicable.

8.2 Client grants to Basis Labs a non-exclusive, non transferable licence to use Client's Input Material and Client's Intellectual Property Rights during the term of the Framework Agreement for the purpose of:

8.2.1 supplying the Managed Services, Services and/ or Products including any Equipment;

8.2.2 complying with any of its obligations under the Framework Agreement or any Order.

8.3 Basis Labs grants to Client a non-exclusive, non transferable licence to use the Equipment and Basis Labs's Background Intellectual Property together with any future Basis Labs Intellectual Property Rights for the use of the Managed Services, Services and/or Products during the continuance of any Order.

8.4 Each Party covenants with the other Party that it shall:

8.4.1 keep confidential the other Party's Input Material save for those parts of the other Party's Input Material which came into the public domain or the possession of the other Party otherwise than by breach of obligations of confidentiality;

8.4.2 maintain reasonable control over the Party's Input Material and their location and upon request forthwith produce such record to the other Party;

8.4.3 notify the other Party immediately if it becomes aware of any unauthorised use of the whole or any part of the other Party's Input Material by any third party; and

8.4.4 without prejudice to the foregoing, take all such other reasonable steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of the other Party in the other Party's Input Material at least equal to the steps taken to safeguard their own Confidential Information.

8.5 Each Party shall inform their respective Personnel that the other Party's Input Material constitutes Confidential Information of the other Party and that all Intellectual Property Rights therein are the property of the other Party and each Party shall take all reasonable steps as shall be necessary to ensure compliance by its Personnel with the provisions of Clause 8.4.

8.6 Save as expressly set out or contemplated in the Order, neither Party shall be entitled to copy in whole or in part the other Party's Input Material and each Party shall ensure where copying is authorised it only copies such Input Material to the extent necessary for the performance of its obligations hereunder.

8.7 Each Party (the "Indemnifying Party") will indemnify the other Party (the "Indemnified Party") from and against any damages, and other liabilities (including reasonable professional costs and expenses) that may be awarded or payable by the Indemnified Party to any third party in respect of any claim or action that the use of the Indemnifying Party's Input Material in accordance with the provisions of the Framework Agreement by the Indemnified Party infringes the Intellectual Property Rights of any third party.

8.8 Basis Labs shall indemnify Client from and against any damages and other liabilities (including reasonable professional costs and expenses ) that may be awarded or payable by Client and which arise out of or in connection with a successful court judgement or agreed settlement in favour of a third party claim or action that the use of the Managed Services, Services and/ or Products in accordance with the provisions of the Framework Agreement by Client infringes the Intellectual Property Rights of any third party (save to the extent that it arises from Client Input Material).

8.9 Where the Indemnified Party wishes to rely on the indemnity in Clause 8.7 or Client wishes to rely on the indemnity in Clause 8.8, it must:

8.9.1 give notice to the Indemnifying Party/Basis Labs (as applicable) of any such suspected Intellectual Property Rights Infringement forthwith upon becoming aware of the same;

8.9.2 give the Indemnifying Party/Basis Labs (as applicable) the sole conduct of the defence to any claim or action in respect of an Intellectual Property Rights infringement and not at any time admit liability or otherwise settle or compromise or attempt

to settle or compromise the said claim or action except upon the express instructions of the Indemnifying Party/Basis Labs (as applicable); and

8.9.3    act in accordance with the reasonable written instructions of the Indemnifying Party/Basis Labs (as applicable) and give to the Indemnifying Party/Basis Labs (as applicable) all such assistance as it shall reasonably require in respect of the conduct of the said defence, including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

8.10    Notwithstanding the provisions of Clause 8.9.2, the Indemnifying Party/Basis Labs (as applicable) agrees that it shall not dispute the reasonableness of the amount of any settlement of any claim entered into by the Indemnified Party/Client (as applicable) where it has received reasonable notice and has either failed or refused to defend or has denied (or reserved its right to deny) an obligation to defend and indemnify the Indemnified Party/Client (as applicable).

8.11    Any Party obliged to indemnify the other Party under Clauses 8.7 or 8.8 shall reimburse the other Party its reasonable costs properly incurred in complying with the provisions of Clauses 8.7 or 8.8.

8.12    Neither Party shall have any liability to the other Party in respect of an Intellectual Property Rights infringement if it results from any breach of the other Party's obligations under the Framework Agreement.

8.13    In the event of there being an Intellectual Property Rights infringement, action or claim in respect of the use of either Party's Input Material or use of the Managed Services, Services and/or Products (each an "Infringing Item"), the Party liable to indemnify the other Party under Clauses 8.7 or 8.8 shall be entitled at its own expense and option either to:

8.13.1    procure the right for the other Party to continue using the Infringing Item; or

8.13.2    make alterations, modifications or adjustments to the Infringing Item so that they become non-infringing; or

8.13.3    replace the Infringing Item with noninfringing substitutes.

8.14    If either Party in its reasonable judgement is not able to exercise any of the options set out in Clause 8.13 within one month (or other period mutually agreed between the Parties) of the date it receives notice of an Intellectual Property Rights infringement, action or claim, then without prejudice to any other rights or remedies it may have

under this Framework Agreement or other relevant Order, it shall then be entitled to terminate the relevant Order(s) under which such infringement has arisen by giving ten (10) Business Days' notice to the other Party and where there is any related Equipment belonging to Basis Labs, such

Equipment must be returned to Basis Labs and on delivery to Basis Labs, related monies shall be refunded if applicable.

**9.    CONFIDENTIALITY**

9.1    Each of the Parties undertakes to the other during the term of this Framework Agreement and any Order and following termination (howsoever arising) to keep confidential, subject to the provisions of this Clause 9 all Confidential Information (written or oral) that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of the Framework Agreement and/or Order, including the content of the Framework Agreement and any other information (whether written or oral) disclosed by one Party to the other that is identified by the disclosing Party as confidential at the time of disclosure save that which is:

9.1.1    already in its possession other than as a result of a breach of this Clause 9 and is not subject to an obligation of confidentiality;

9.1.2    is in or becomes in the public domain other than as a result of a breach of this Clause 9 by a Party;

9.1.3    which is received without obligation of confidence from a third party who the recipient had no reason to believe was not lawfully in possession of such Confidential Information free of any obligation of confidence; or

9.1.4    is independently developed by the recipient without any reference to or use of Confidential Information of the other Party, as evidenced by the records of the recipient.

9.2 Either Party may disclose another's Confidential Information that is reasonably required during any due diligence process (including without limitation a copy of this Framework Agreement the Order and other financial information relating to this agreement) to (i) potential acquirers (and their advisers) and (ii) potential investors (and their advisers) of that Party or any Affiliates of that Party, or of the businesses of that Party or its Affiliates, provided that each such potential acquirer or investor has entered into a confidentiality undertaking on terms which are no less protective than the provisions of this Clause 9.

9.3 Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 9.1 by its Personnel, suppliers, sub-contractors, auditors and professional advisors.

9.4 In the event that the recipient learns of any unauthorised use or disclosure, or threatened unauthorised use, or disclosure, of any Confidential Information of the other Party, the recipient shall as soon as reasonably practicable notify the other Party of the particulars of such use or disclosure.

9.5 Either Party may disclose any Confidential Information to:

9.5.1 its auditors and professional advisors;

9.5.2 comply with any Applicable Law, regulation, judicial or government request (including the rules of any applicable stock exchange and HM Revenue and Customs or any overseas tax authority) provided that, to the extent it is legally allowed to do so, the recipient must give the other Party as much written notice of that disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9.5.2, it shall take into account the reasonable requests of the other Party in relation to the content of such disclosure; and

9.5.3 their advisors their respective Personnel, suppliers, and/or subcontractors to the extent they require such information to observe and perform the Parties obligations under the Framework Agreement or Order, provided that, the disclosing Party shall promptly notify the other Party of such requirement (to the extent it is permitted to do so) and shall minimise the disclosure of the other Party's Confidential Information to the amount strictly necessary to comply with such requirement or to fulfil such purpose and shall use its reasonable endeavours to procure that the person to whom Confidential Information is disclosed maintains as confidential the Confidential Information and does not use the same except for the purposes for which the disclosure is made.

9.6 All rights, title and interest in the Confidential Information of the disclosing Party shall remain the property of the disclosing Party. The recipient acknowledges that it shall not acquire any right, title to, interest in or licence in respect of any part of such Confidential Information, except as expressly provided in the Framework Agreement.

9.7 Upon expiration or termination of the Framework Agreement (whichever is the sooner), and, if later, by the end of any applicable Termination Assistance Period, each Party shall upon written request from the other Party:

9.7.1 return to the other Party or where reasonably and technically practicable destroy, delete or erase all Confidential Information as required by the other Party and in the recipient's or its Personnel's possession or control, including whole or partial copies thereof in any media, all notes, memoranda and other materials containing such Confidential Information; and

9.7.2 subject to Clause 9.8, deliver written certification to the other Party that all of such Confidential Information of the other Party which the recipient or its Personnel have had in their possession or control has been returned or deleted, erased or securely destroyed,
provided that a Party may retain a copy of any such Confidential Information in order to comply with any Applicable Law.

9.8 The Party procuring written certification under Clause 9.7.2 shall be entitled to charge back to the requesting Party such demonstrable third party costs as may be incurred by it in meeting the requirements of Clause 9.7.2 and the requesting Party shall pay such costs promptly on request.

**10.     FORCE MAJEURE**

10.1 The Parties shall not be liable for any breach of their obligations if it is prevented from, or delayed in performing their obligations which result from an Event of Force Majeure (**"Relief"**). A Party cannot claim Relief from their obligations if the Event of Force Majeure Event is attributable to that Party's wilful act, neglect or failure to mitigate the effects of or take reasonable precautions against the relevant Event of Force Majeure.

10.2 Each of the Parties experiencing an Event of Force Majeure agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to outline  circumstances giving rise to the Event of Force Majeure and an estimated duration of the non-performance and/or delay.

10.3 If an Event of Force Majeure occurs, that Party must:

10.3.1 take all reasonable steps to mitigate, overcome or minimise the effects of the Event of Force Majeure (but this does not require the settlement of claims on unreasonable terms); and

10.3.2 resume performance as soon as practicable.

10.4 If a default due to an Event of Force Majeure shall continue for forty five (45) days in relation to a given Order, then either Party shall be entitled to terminate that Order immediately on giving written notice to the other Party. The Parties may mutually agree in writing to extend this period and agree additional conditions if reasonable to do so.

10.5 The Parties shall not have any liability in respect of the termination of an Order as a result of an Event of Force Majeure.

**11.    RELATIONSHIP MANAGEMENT**

11.1 Each Party shall for the duration of the Framework Agreement appoint a Senior Representative(s) to act as the Senior Representative(s) with the other Party and who shall have the authority to contractually bind Basis Labs or Client (as applicable) on all matters relating to this Framework Agreement. Any reference to "writing" which also includes email correspondence, shall only include emails between the Senior Representative(s) of the Parties and/or as stated in the Order.

11.2 Each Party shall provide contact details for such contacts (as amended from time to time) to the other Party in writing and shall use reasonable endeavours to ensure continuity of the Senior Representative. Unless otherwise specified, during the term of an Order, quarterly reviews are to be arranged between the Senior Representatives. This will allow for discussion on including but not limited to: the provision of new services required upgrades, Change Notices/variation/CCNs, risks and management and agreement on treatment of risks including appropriate contractual relief for a Party where risks are accepted. It will also provide the opportunity for Basis Labs and/or Client to highlight any concerns that it may have.

**12.    DURATION,    SUSPENSION    AND TERMINATION**

12.1 Where: (i) an end date is stated on the front of this Framework Agreement (**"Framework End Date"**) the Framework Agreement shall expire on the Framework End Date; or (ii) no Framework End Date is stated this Framework Agreement shall commence on the Effective Date and continue in full force and effect until terminated in accordance with this Framework Agreement. The termination of  the Framework Agreement shall not in any way affect any remaining Orders which shall continue in full force and effect unless terminated in accordance with its terms.

12.2 Unless otherwise specified in writing within the Order, each Order shall, subject to Clauses 12.3 to 12.7 (inclusive), Part B Clause 12 (Suspension of Managed Service) and Part C Clause 6 (Suspension of Services) commence on the Order Commencement Date or Acceptance Date (as applicable) and continue for the duration of the Initial Term unless terminated in accordance with this Framework Agreement or the Order as applicable.

12.3 At the end of the Order's Initial Term, the Order shall automatically extend and continue in force for successive 1-year periods (each 12 month extension period is a (**"Renewal Term"**)) at the end of the Initial Term and at the end of any Renewal Term, until it is terminated in accordance with this

Framework Agreement. Following any automatic renewal Basis Labs reserves the rights to amend and increase the Charges in accordance this Framework Agreement and the Order.

12.4 Either Party may give written notice to the other Party to terminate an Order, no later than one hundred and eighty (180) days' before the end of the Initial Term or the relevant Renewal Term and termination shall become effective upon the end of the current Initial Term or relevant Renewal Term of the Order as the case may be. Basis Labs will confirm the effective termination date in writing. The termination of one Order under the Framework Agreement shall not in any way affect any remaining Orders, or this Framework Agreement as a whole which subject to Clause 12.1 shall continue in full force and effect.

12.5 The Framework Agreement or any Order or Orders may be terminated by either Party on written notice to the other Party:

12.5.1 in respect of the Framework Agreement, if the other Party commits any material breach of any term of the Framework Agreement and, in the case of a material breach capable of remedy, fails to remedy the same within thirty (30) days of a written notice from the other non-breaching Party giving particulars of the material breach and requirement for it to be remedied; or

12.5.2 in respect of any Order, if the other Party commits a material breach of any term relating to a specific Order and, in the case of a material breach capable of remedy, fails to remedy the same within thirty (30) days of a written notice from the other non-breaching Party giving particulars of the breach and requiring it to be remedied; or

12.5.3 in respect of the Framework Agreement or any Order, in the circumstances set out in Clause 10.4 (Force Majeure).

12.6 The Framework Agreement or any Order or Orders may be terminated by either Party on written notice to the other Party if:

12.6.1 the other Party shall make or threatens to make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally; or

12.6.2 the other Party shall suspend or threaten to suspend payment of its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; or

12.6.3 a trustee, liquidator, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other Party; or

12.6.4 a petition is presented (unless it is vexatious or frivolous) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other Party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or

12.6.5 anything analogous to any such event in this Clause 12.6 occurs to the other Party in any legal jurisdiction (**"Insolvency Event"**).

12.7 Any termination shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

**13.    CONSEQUENCES OF TERMINATION**

13.1 The termination of any one Order shall not operate to terminate the Framework Agreement or any other Orders, which shall continue in full force until terminated in accordance with its terms.

13.2 Following the expiration or termination of the Framework Agreement or an Order :

13.2.1 except where related to Orders continuing pursuant to Clause 13.2.2, Basis Labs shall at the option of Client either forthwith destroy, delete or erase insofar as may be technically practicable or return to Client any Client property including but not limited to Client's Input Material, Client's Intellectual Property Rights and Client Data and any other material in its possession or control (insofar as where the applicable Order has been terminated, only that which is relevant to the terminated Order and not any other continuing Orders or services) and take all steps necessary to ensure that Basis Labs and none of Basis Labs's nor its Personnel, suppliers or subcontractors can access or use the same

provided that Client has, at that time, paid in full all Charges outstanding at and resulting from termination (whether or not due at the date of termination). Client shall pay all reasonable expenses incurred by Basis Labs in returning or disposing of Client Data/Confidential Information;

13.2.2    all existing Orders shall be completed for the period set out in the Order unless the Parties agree otherwise in writing and shall remain subject to the Framework Agreement as standalone contracts unrelated to each other;

13.2.3    all outstanding Charges properly due up to the effective date of termination under this Framework Agreement/Order shall become payable to Basis Labs by Client and Basis Labs shall invoice for such amounts owed; and

13.2.4    each Party undertakes to return to the other Party any equipment, Documentation, information or other materials belonging to the other Party, except where related to Orders continuing pursuant to Clause 13.2.2.

## 14.    EARLY CANCELLATION OF AN ORDER

14.1    If any performance, provision or supply by Basis Labs of Orders for Managed Services, Services and/or Products is hindered, postponed, delayed, disrupted or terminated prior to commencement or completion of the Order due to the Client's action or inaction, request or default, Basis Labs reserves the right to charge, invoice and recover payment from Client for reasonable and demonstrable additional costs, losses, fees, expenses, and/or other charges incurred or contractually bound to pay to its suppliers or subcontractors as a result of the Client including but not limited to the following:

14.1.1    for any Order: any fees or charges set out implied or advised of within the Order and or this Framework Agreement; and

14.1.2    for Managed Services: the charges for any Set-up Service performed (including part performed) to date and re-mobilisation and/or delay, postponement, de mobilisation and or acceleration charges, the pro rata charges for any Equipment installed at the Client Site(s) for the period of the delay, and any additional costs to be incurred by Basis Labs which can

reasonably be demonstrated as being unavoidable including third party costs;

14.1.3    for early termination of Managed Services, any fees for termination set out in the Order and if none are specified in the Order, the Charges that would have been payable for the Managed Services for the remainder of the Initial Term or Renewal Term as the case may be plus any outstanding Charges for any Set-up Services performed (including part performed) to date, any outstanding Charges for the Managed Services to the date of termination and any additional costs to be incurred by Basis Labs which can reasonably be demonstrated as being unavoidable including third party costs, and costs in respect of Third Party Software, that are subject to a minimum term that is later than the requested termination date;

14.1.4    for requesting or causing delays in the delivery of Products or for early termination of delivery of Products, any fees incurred by Basis Labs or charged to Basis Labs by its suppliers, and fees, costs, expenses associated with delivery to storage or storage restocking, transportation, and/or packaging of the Products and insurance cover relating to such storage the period of the delay or disruption and any third party costs in relation to Third Party Software that are subject to a minimum term that is later than the requested termination date;

14.1.5    for requesting or causing delays in completion or acceptance of Services Orders or for early termination of the Services, any fees for delay set out in the Order, the Charges for Services performed (including part performed) to date, and any additional costs to be incurred by Basis Labs during the period of delay which can reasonably be demonstrated as being unavoidable including third party costs and any third party costs in relation to Third Party Software that are subject to a minimum term that is later than the requested termination date.

## 15.    CHANGE CONTROL

15.1    Any requirement for a Change to the terms and conditions of this Framework Agreement

or an existing Order (including the way in which any existing Order is performed) shall be subject to the provisions of Schedule 3 (Change Control Procedure).

**16.     ANTI-BRIBERY AND MODERN SLAVERY**

16.1     Both Parties shall:

16.1.1    comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**"Relevant Requirements"**);

16.1.2    not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

16.1.3   have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Clause 16.1.2 and will enforce them where appropriate;

16.1.4    promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Framework Agreement.

16.2     Breach of this Clause 16 shall be deemed a material breach under Clause 12.

16.3 For the purpose of this Clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 16 a person associated with Basis Labs includes but is not limited to any Personnel, supplier or subcontractor of Basis Labs.

16.4     In performing its obligations under this Framework Agreement, Basis Labs shall:

16.4.1    maintain throughout the term of this Framework Agreement its own policies and procedures to ensure its compliance with all applicable anti-slavery and human trafficking laws and regulations enacted from time to time, including (but not limited to) the Modern Slavery Act 2015 (**"Anti Slavery Legislation"**);

16.4.2 not engage in any activity, practice or conduct that would constitute an offence under Anti-Slavery Legislation if such activity, practice or conduct were carried out in the UK; and

16.4.3    require that each of its Personnel, suppliers and sub-contractors in relation to this Framework Agreement shall comply with Anti-Slavery Legislation.

16.5     As at the date on which this Framework Agreement commences in accordance with Clause 12.1, Basis Labs warrants that to the best of its knowledge neither Basis Labs nor any of its Personnel or other persons associated with it has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental or regulatory body regarding any offence or alleged offence in connection with slavery, human trafficking, bribery or corruption.

**17.     ESCALATION PROCEDURE AND EXPERT DETERMINATION**

17.1     All disputes arising out of or in connection with this Framework Agreement or any Order made pursuant to it shall first be referred to one of the relevant Client contacts and Basis Labs contacts who shall discuss and attempt to resolve such dispute as soon as reasonably practicable and, in any event, within 5 Business Days or such other timescale as mutually agreed between the Parties in writing.

17.2     Where a dispute to be considered by the relevant Client contacts or Basis Labs contacts in accordance with Clause 17.1 is not resolved by them within 5 Business Days or a mutually agreed timeframe then either Party may refer the matter to a Senior Representative (and their equivalent from the other Party) and the Senior Representatives shall consider the dispute as soon as reasonably practicable.

17.3     The Senior Representatives may agree that the dispute shall be referred to an Expert who shall act as a specialist for the determination of a non-binding recommendation and not as an arbitrator (and for the avoidance of doubt the provisions of the Arbitration Act 1996 shall be excluded in relation to any such dispute). Failing a decision acceptable to both Parties from the Expert or the lack of a prompt decision (in the reasonable opinion of both

Parties) from the Expert, either Party may notify the other Party of a formal dispute. Referral to an Expert is optional subject to agreement of both Parties and shall not preclude either Party from commencing court proceedings.

17.4 The Parties shall each bear their own costs in relation to any dispute under this Clause 17 and the fees and all other costs shall be borne jointly in equal proportion by the Parties unless otherwise directed.

17.5 Nothing in this Clause 17 shall prevent or delay either Party from seeking any interim injunctions, interdicts or orders in connection with any matter under the Framework Agreement or Order, including the issue of proceedings in relation to any unpaid invoices where there is no genuine dispute.

**18. NON-SOLICITATION OF EMPLOYEES**

18.1 During the term of this Framework Agreement or any Order, and for a period of twelve (12) months after the later to terminate or expire for any reason, neither Party shall, neither on its own behalf nor on behalf of any person, directly or indirectly entice or endeavour to entice away from the other Party or contract with or employ any employee in any capacity who was, at any time during the term of this Framework Agreement or any Order entered into under it or during the term of the receipt of, or supply of, the Managed Services, Services and/ or Products, directly involved as a senior employee or an employee in any managerial, technical, advisory, consultative or sales/marketing capacity.

18.2 In the event of any breach of this Clause 18 by a Party (including any Affiliate of Client), the breaching Party shall pay to the other Party on demand as the sole remedy for such breach, a sum equal to fifty per cent (50%) of the annual salary and all other benefits payable by the breaching Party to the person employed or contracted with in breach of this Clause. The breaching Party agrees that this represents a genuine pre estimate of the other Party's losses arising in relation to the loss of that person so employed, including due to any recruitment and time costs involved in sourcing a replacement.

18.3 This Clause 18 shall not restrict a Party from hiring employees of the other Party who apply unsolicited in response to a general advertising or recruitment campaign.

**19. ASSIGNMENT AND TRANSFER**

19.1 Client may not assign, charge or otherwise transfer the benefit of the Framework Agreement nor any of its rights or obligations under the Framework Agreement, nor hold the benefit of the Framework Agreement in trust for any third party without the prior written consent of Basis Labs, which will not be unreasonably withheld or delayed.

19.2 Basis Labs shall be entitled to (i) assign, transfer, novate, charge or otherwise transfer any of its rights under this Framework Agreement to any third party, without the Client's prior written consent (such consent not to be unreasonably withheld or delayed); and (ii) subject to Clause 20, be entitled to delegate any of its obligations under the Framework Agreement or any Order to any sub-

contractor, supplier or any of its Affiliates, providing any such delegation shall not affect the obligations and liability of Basis Labs under the Framework Agreement.

**20. NOT USED**

20.1

**21. DATA PROTECTION**

21.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 21 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

21.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client or (where applicable) Client's corporate customer is the Data Controller and Basis Labs is the Data Processor. In accordance with the requirements of the Data Protection Legislation the Order sets out the scope, nature and purpose of Processing by Basis Labs, the duration of the Processing and the types of personal data and categories of Data Subject.

21.3 Without prejudice to the generality of Clause 21.1, Client shall:

21.3.1 ensure that it or (where applicable) the relevant Data Controller has all necessary appropriate consents and notices in place to enable the Processing of the Personal Data

by Basis Labs for the duration and purposes of this Framework Agreement and any Order;

21.3.2 ensure that any Personal Data that it or (where applicable) the relevant Data Controller provides is lawfully disclosed or provided to Basis Labs;

21.3.3 not cause Basis Labs to be in breach of the Data Protection Legislation by ensuring that the Personal data disclosed and/or provided to Basis Labs is lawfully disclosed or provided to Basis Labs;

21.3.4 ensure that any instructions provided to Basis Labs regarding the Processing of Personal Data are lawful and shall, at all times, be in accordance with Data Protection Legislation;

21.3.5 accept that Client has sole responsibility for the technical and organisational measures employed in the Client's Environments (except where expressly stated as the responsibility of Basis Labs in an Order) and shall maintain any appropriate measures (including any reasonable measures recommended by Basis Labs) in respect of the security of the Personal Data, which may include the pseudonymisation and encryption of the Personal Data; and

21.3.6 ensure that the Personal Data shall not include any Sensitive Personal Data (as defined in the Data Protection Legislation) without first encrypting where necessary, and agreeing additional data protection mechanisms and information security controls with Basis Labs.

21.4 Without prejudice to the generality of Clause 21.1, Basis Labs shall, in relation to any Personal Data Processed in connection with the performance by Basis Labs of its obligations under this Framework Agreement:

21.4.1 Process that Personal Data only on the written instructions of the Client unless Basis Labs is required by Applicable Laws to Process Personal Data. Where Basis Labs is relying on Applicable Laws as the basis for Processing Personal Data, Basis Labs shall promptly notify the Client of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit Basis Labs from so notifying the Client. For the purpose of this Clause 21 an Order shall be deemed as a written instruction in the first instance;

21.4.2 ensure that it has in place the technical and organisational measures set out in Schedule 2 to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, ensuring the pseudonymisation, encryption, confidentiality, integrity, availability and resilience of its systems and services, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

21.4.3 ensure that all Personnel, suppliers and sub-contractors who have access to and/or Process the Personal Data are obliged to keep the Personal Data confidential;

21.4.4 not transfer or Process any Personal Data outside of the UK and / or European Economic Area unless the prior written consent of the Client has been obtained either under the order or via additional written instruction and the following conditions are fulfilled:

(a) the Client or Basis Labs has provided appropriate safeguards in relation to the transfer;

(b) the Data Subjects have enforceable rights and effective legal remedies as set out in the Data Protection Legislation;

(c) Basis Labs complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) Basis Labs complies with reasonable instructions notified to it in advance by the Client with respect to the Processing of the Personal Data;

21.4.5 promptly inform Client on, and in any event within five (5) Business Days of, receipt of any communication from a Data Subject, Supervisory Authority or authorised third party regarding the Processing of Client Data;

21.4.6 if a Data Subject exercises any of its rights under the Data Protection Legislation (including rights of access, correction, blocking, suppression or deletion as are available to such individual) Basis Labs shall, at Client's additional cost, promptly provide reasonable assistance in the provision of such information related to the Basis Labs's Processing as Client reasonably requires;

21.4.7 assist Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities and/or regulators 21.5 and Basis Labs shall be entitled to levy an additional charge on the Client for its reasonable time and effort utilised in providing such prompt cooperation and assistance as well as any costs and expenses incurred where any assistance provided is outside the scope of the Managed Services and Services;

21.4.8 promptly co-operate with all reasonable requests or directions arising directly from, or in connection with the exercise of its powers by a Supervisory Authority;

21.4.9 notify the Client without undue delay, and in any event within forty eight (48) hours, on becoming aware of a known or suspected Personal Data Breach and/or shall provide Client with all reasonable 21.6 assistance in providing information for and in the reporting of a Personal Data Breach to the relevant Supervisory Authority;

21.4.10 notify Client if any instructions of the Client shall, to the knowledge of Basis Labs, infringe Data Protection Legislation;

21.4.11 at the written direction of the Client, delete or return the Personal Data and copies thereof to the Client on request, and in any event on expiry or termination of an applicable Order or expiry or termination of this Framework Agreement unless required by Applicable Law to store the Personal Data; and

21.4.12 maintain complete and accurate records of Processing and other appropriate information to demonstrate its compliance with this Clause 21;

21.4.13 Basis Labs shall allow for and contribute to audits, including inspections, conducted by the Client, the Client's customers or another independent auditor proposed by the Client and approved by Basis Labs, for the purpose of demonstrating compliance by Basis Labs and with their obligations under this Clause 21 provided that the Client gives Basis Labs reasonable prior notice of such audit and/or inspection and they are limited to no more than once per annum unless: (i) otherwise agreed by Basis Labs, or (ii) if Basis Labs has been found to be in breach of this Clause 21 within the previous twelve (12) months and Client wishes to confirm that Basis Labs is now compliant. Basis Labs shall be entitled to levy an additional charge on the Client for its reasonable time and effort utilised in providing such contribution and assistance as well as any costs and expenses incurred for additional audits over the once per annum except where Basis Labs has been found to be in breach of this Clause 21 within the previous twelve (12) months.

21.5 The Client consents to Basis Labs appointing any third parties notified to the Client as a thirdparty processor to Process Personal Data (**"Sub-processors"**) under this Framework Agreement (including those set out Schedule 7 as amended and updated from time to time). Basis Labs confirms that it has entered into, or (as the case may be) will use its reasonable endeavours to enter into a written agreement incorporating terms which are substantially similar to and as far as reasonably possible on terms that are no less onerous than those set out in this Clause 21. As between the Client and the Basis Labs, Basis Labs shall remain fully liable for all acts or omissions of any Sub-processors appointed by it pursuant to this Clause 21.

21.6 Basis Labs shall promptly notify Client in writing of any loss or damage to the Client Data. In the event of any loss or damage to Client Data, Client's sole and exclusive remedy shall be for Basis Labs to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data. Basis Labs shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by any third party (except those third parties subcontracted by Basis Labs to perform

services related to Client Data maintenance and back-up) nor for the security or integrity of any Client Personal Data during its transmission via public telecommunications facilities, the Internet or similar.

21.7 The Client acknowledges and agrees that Basis Labs has appointed or may appoint Subprocessors outside of the UK and the European Economic Area and (i) the Client consents to Basis Labs subcontracting its processing operations performed on behalf of the Client to such Sub-processors (including those relevant Sub-processors set out Schedule 7 as amended and updated from time to time);

21.8 The Parties acknowledge that the transfer ofPersonal Data from Basis Labs to any such appointed Sub-processors may require the execution of (i) an IDTA (where the UK GDPR applies): or (ii) the Standard Contractual Clauses (where the EU GDPR applies); or (iii) at Basis Labs's discretion either the IDTA and the Standard Contractual Clauses or the Standard Contractual Clauses and the UK Addendum (where both the UK GDPR and the EU GDPR applies) and Basis Labs shall enter into the same (as applicable) with the relevant Subprocessor.

Each Party (the "Indemnifying Party") shall indemnify the other party (the "Indemnified Party") against:

21.9.1 all claims, liabilities, costs, expenses, damages and losses (including but not limited to all reasonable professional costs and expenses) (**"Losses"**) suffered or incurred by the Indemnified Party arising out of or in connection with: a Personal Data Breach, any claim by a third party (including but not limited to a Data Subject) or any failure by the Indemnifying Party to comply with its obligations under this Clause 21; and

21.9.2 all penalties, awards, fines which are imposed upon by a Supervisory Authority, except to the extent that such Losses have arisen out of or in connection with any negligence or wilful default of the Indemnified Party or any breach by the Indemnified Party of its obligations under this Clause 21 (Data Protection).

22. **PUBLICITY**

22.1 Each Party agrees not to use or refer to this Framework Agreement or to the name, trade mark or trade name of the other Party in any publicity, advertisements or other disclosure (including Client lists), without first obtaining the written approval of the other Party (not to be unreasonably withheld or delayed).

23. **RISK AND COMPLIANCE**

23.1 Each of the Parties represents to the other that it holds all licences, authorisations or permits required by Applicable Laws for the purposes of carrying out its obligations under the Framework Agreement, and that throughout the term of the Framework Agreement it will continue to hold all such licences, authorisations and permits and the Parties warrant to each other that they shall not engage in any activities or processes which shall cause the other to be in breach of any Applicable Laws.

23.2 Both Parties shall maintain and comply with operational systems and controls and a risk management structure that are: (i) appropriate to the nature and complexity of the provision of the Managed Services, Services and/or Products; (ii) compliant with Applicable Laws; and (iii) in accordance with Good Industry Practice.

23.3 In respect of Basis Labs's provision of the Managed Services, or Services, the Client may request relevant appropriate risk management information, and Basis Labs will use its reasonable endeavours to provide such information to the Client within a reasonable timeframe and/or at the next Service Review Meeting.

24. **INSURANCE**

24.1 Basis Labs shall effect and maintain throughout the term of this Framework Agreement insurance policies which shall include the types and amounts set out in Clause 24.4.

24.2 Basis Labs shall, upon request, provide the Client with copies of such certificates of insurance or, where Basis Labs is unable to provide the Client with the same, such other confirmation of insurance as is reasonably acceptable.

24.3 The insurance policies referred to in Clause 24.1 are: 24.4 employer's liability insurance for an amount of not less than £10 million;

24.5 public liability insurance for an amount of not less than £5 million;

24.6 professional indemnity insurance for an amount of not less than £5 million

24.7    together "the Policies".

25.    **REGULATORY COOPERATION**

25.1    Basis Labs shall cooperate with and reasonably assist the Client, and any relevant Client Affiliate, in their dealings with Regulatory Authorities as reasonably requested by the Client and/or Client Affiliate, and shall otherwise co-operate with Regulatory Authorities where applicable.

25.2    Basis Labs will promptly notify the Client if Basis Labs reasonably considers that any conflict of interest exists or arises in the performance of its obligations under this Framework Agreement or any Order between itself, its Subcontractors and the Client that materially puts the Client at risk.

26.    **GENERAL**

26.1    The waiver by either Party of a breach or default of any of the provisions of the Framework Agreement or Order by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions of the Framework Agreement nor shall any delay or omission 26.6 on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the 26.7 Framework Agreement operate as a waiver of any breach or default by the other Party.

26.2    Unless otherwise expressly agreed in the Order any notice, request, instruction or other document to be given under the Framework Agreement shall be delivered or sent by first class post to the address of the 26.8 other Party set out in the relevant Order or with the exception of termination or claim notices by email to the email address of Client or Basis Labs, as set out in the relevant Order, and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery; if sent by post, upon the expiration of forty eight hours after posting; and if sent by email, upon receipt by the sender of the notice of a recipient delivery notice email.

26.3    If any provision of the Framework Agreement or Order shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Framework Agreement and all provisions not affected by such 26.9 invalidity or enforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

26.4    The Framework Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, arrangements, warranties, representations and understandings, assurances, promises and agreements between them whether written or oral, relating to its subject matter.

26.5    Each Party agrees that it has not relied on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement or Order as applicable. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement, unless it was made fraudulently.

26.6    This Framework Agreement may only be varied by the agreement of both Parties made in writing.

26.7    Unless explicitly stated otherwise, the rights, powers and remedies conferred on any Party by the agreement and remedies available to any Party are cumulative and are additional to any right, power or remedy which it may have under Applicable Laws or otherwise.

26.8    The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Framework Agreement and a person who is not a party to the Framework Agreement (including any employee, officer, agent, representative or sub-contractor of either party) shall have no right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties. Even if a person who is not a Party to this Framework Agreement and/or any contract made under it has a right to enforce any term by virtue of the above Act, the Parties may vary or cancel

this Framework Agreement or any Order without requiring the consent of such third party.

26.9 The Parties agree that nothing in the Framework Agreement is intended to, or shall be deemed to, create any partnership, joint venture or relationship of employer and employee between them or constitute any party the agent of another party, or authorise any Party to make or enter into any commitments for or on behalf of any other party, except as expressly provided otherwise.

26.1 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

26.11 The Framework Agreement may be executed electronically and/or in any number of counterparts, and by the Parties on separate counterparts, but in that case shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute the original of this Framework Agreement and the first Order, but all the counterparts shall together constitute one and the same instrument.

26.12 This Framework Agreement and any dispute arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
The Parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

**PART B – APPLICABLE TO MANAGED SERVICES**
In addition to Part A of this Framework Agreement The terms and conditions set out in this Part B apply to Managed Services performed under an Order.

1. **MANAGED SERVICES REQUIREMENTS AND DUE DILIGENCE**

1.1 Basis Labs warrants that it will provide and is able to provide the Managed Services in accordance with the Manage Services Requirements in accordance with and as set out and described in the relevant Order(s).

1.2 Basis Labs acknowledges that Client is entering into the Order for Managed Services in reliance on the warranties provided by Basis Labs in Part B Clause 1.1.
Client hereby warrants and confirms that:

1.3.1 [it has given Basis Labs full opportunity to carry out a thorough due diligence exercise in relation to the Managed Services Requirements and has provided full and satisfactory answers to Basis Labs to all the questions that Basis Labs asked verbally or submitted in writing to Client prior to the Effective Date or Commencement Date as applicable for the purpose of establishing whether Basis Labs it is able to provide the Managed Services in accordance with the terms of this Framework Agreement]

1.3.2 [all information necessary to enable Basis Labs to assess and determine whether it is able to provide the Managed Services (in accordance with the terms of this Framework Agreement and the Order) has been provided to Basis Labs, provided that this determination and assessment by Basis Labs includes and is based upon the information provided by the Client prior to the signature of this Framework Agreement and or Order as applicable].

1.3.3 during the Managed Services Set Up Services the Parties may hold due diligence workshops to establish and finalise the Managed Services Requirements to be provided by Basis Labs and that this may result in changes to the Order and such changes identified will be implemented and managed through the Change Control Procedure prior to any further Services Set Up continuing.

1.4 Throughout the term of this Framework Agreement, Basis Labs shall be responsible for specifying to Client all information reasonably required by Basis Labs for the purposes of recommending, advising, establishing, setting-up and providing the Managed Services and Basis Labs shall do so in sufficient detail to enable Client to supply all such information to Basis Labs. Basis Labs shall review the information supplied by Client to Basis Labs promptly on receipt and shall, promptly following receipt, notify Client of any further information reasonably required by Basis Labs.

2. **MANAGED SERVICE SET-UP**

2.1 Basis Labs shall perform the Set-Up Service and shall use reasonable endeavours to meet all performance dates set out in the relevant Project Plan and/or Order(s), but any such dates shall be estimates only, and time shall not be of the essence in any Order.

2.2 When Basis Labs considers that the Managed Services are ready for activation it shall notify Client in writing, such notification not to be before the successful completion of Acceptance Tests (where such are applicable as set out within the Order). Within five (5) Business Days (the "Review Period") of such written notification, Client shall (unless a longer Review Period is agreed in writing between the Parties) review the operation of the Managed Services to confirm that they function in material conformance with any Managed Services Requirements and the Order. If, during the Review Period, Client demonstrates that the Managed Services fail in any material respect to conform with any Managed Services Requirements, Client shall give Basis Labs a detailed description of any such material non-conformance (**"Material Error"**) in writing, within the agreed Review Period.

2.3 Basis Labs shall use reasonable endeavours to correct any Material Error within a reasonable time and, on completion, resubmit the Managed Services to Client for activation.

2.4 The Managed Services shall be deemed to be accepted by Client upon the earlier of Client not providing any written comments within the agreed Review Period, or Client confirming in writing that the Managed Services conform with the Managed Services Requirements.

3. **MANAGED SERVICE PROVISION**

3.1 Client will, as from the Commencement Date, make available the Client's Environment and information assets for Basis Labs's use in the delivery of the Managed Services.

3.2 Basis Labs will provide the Managed Services as from the Commencement Date until expiry or termination of this Framework Agreement and/or the relevant Order for any reason.

3.3 Neither Party shall store, distribute or transmit any material through the Managed Services that is unlawful or that facilitates unlawful activity.

3.4 Client shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by Client).

4. **CLIENT'S OBLIGATIONS**

4.1 Client shall provide Basis Labs, its Personnel and subcontractors with all reasonable access to such information, materials and Documents as may be required by Basis Labs, in order to render the Managed Services, including but not limited to Client Data, security access information and Software Interfaces, to Client's other business applications.

5. **Basis Labs'S OBLIGATIONS**

**5.1** Basis Labs shall:

5.1.1 perform the Managed Services with reasonable care and skill and the Managed Services, and in accordance with Good Industry Practice and will be provided substantially in response to the Managed Services Requirements, if applicable, and in accordance with this Framework Agreement;

5.1.2 provide a sufficient number of appropriately vetted, trained, qualified and experienced personnel using Basis Labs or third-party resources to perform the Managed Services; and

5.1.3 perform the Managed Services in accordance with all Applicable Laws (insofar as they relate to and concern the Managed Services);

5.1.4 operate its premises and business in accordance with ISO27001 and ISO9001; and

5.1.5 maintain and deliver the Managed Services using policies and procedures compliant with ISO27001 and ISO9001.

5.2 Subject to this Part B Clauses 5.3 and 5.4, if Client discovers a defect in the Managed Services it shall notify Basis Labs with full details of such defect in writing. If such defect has arisen as a result of Basis Labs's breach of any of the obligations set out in this Part B Clauses 5.1.1 to 5.1.5 (inclusive), Client's sole and exclusive remedy and Basis Labs's entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/or obligations in relation to the Managed

Services will be for Basis Labs, at its expense and option, to:

5.2.1 agree a remediation plan and/or date for resolution of the issue within a reasonable period (taking into account the impact on Client or Client's customers' business operations); and/ or

5.2.2 use commercially reasonable endeavours to correct any such non-conformance promptly; and/ or

5.2.3 provide Client with an alternative means of satisfying that particular Order.

5.3 Notwithstanding anything to the contrary in the Order, Basis Labs shall have no liability to Client to the extent that such claim arises as a consequence of the following acts or omissions:

5.3.1 any failure on the part of Client to observe and perform any of its obligations under the Order or this Framework Agreement; or

5.3.2 Client's failure within a reasonable period of time to implement lawful recommendations in respect of or solutions to faults previously advised in writing by Basis Labs;

5.3.3 any non-conformance of default that is caused by use of the Managed Services by Client or its Affiliates contrary to Basis Labs's instructions.

5.4 Any claim under this Part B Clause 5.2 must be made in writing and notified to Basis Labs within sixty (60) days of Client becoming aware of the relevant issue or of the date on which the Client ought reasonably to have become aware of the relevant issue.

5.5 Notwithstanding the foregoing, Basis Labs does not warrant that Client's use of the Managed Services will be uninterrupted or error-free.

## 6. CHARGES

6.1 The provisions of Part A Clause 4 apply to Charges for Managed Services together with the remaining provisions of this Part B Clause 6.

6.2 Unless otherwise stated in an Order, any annual or periodic Charges shall start to accrue for the Managed Services upon delivery, or where applicable (as set out in the Order), or the Live or Acceptance Date, whether or not use is made of the Managed Services. Where the Managed Services replace a previous service, Charges under the replaced service shall stop accruing at this time.

## 7. MANAGED SERVICES SECURITY

7.1 Basis Labs shall ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to any of the Managed Services, Basis Labs's own computer system and related networks or resources, the Client's Environments and the Client Data, in accordance with ISO27001 and other industry standards as notified to Client by Basis Labs in writing from time to time.

7.2 Basis Labs shall ensure that Basis Labs's own systems are designed, maintained and upgraded at all times so as to minimise the risk of attack by viruses inclusive of but not limited to Computer Viruses, lock, authorisation key or similar devices that could impair the operation of the software underlying the Managed Services.

7.3 Each Party shall promptly inform the other if it suspects or uncovers any breach of security and shall use all commercially reasonable endeavours to promptly remedy such breach.

7.4 Client shall ensure that appropriate security measures are enforced and maintained to protect Client's access to the Managed Service. Client shall promptly advise Basis Labs if it suspects that Client's own access has been compromised.

7.5 Basis Labs agrees that it shall not inform any third party of any security breach without first obtaining Client's prior written consent except where required to do so due to its insurance obligations, Applicable Laws, order of a court or other governmental authority or regulator with jurisdiction over it and/or Client.

7.6 Client may conduct penetration testing at its own cost in accordance with Schedule 2 to this Framework Agreement. Client must mutually agree the scope of such penetration test (**"Pen Test Scope"**)with Basis Labs prior to any such testing taking place to ensure the security of Basis Labs and other client's systems and/ or infrastructure, following agreement on the Pen Test Scope the Client must conduct such testing within the timeframe agreed within the Pen Test Scope. The Parties shall discuss the outcome of such test and Basis Labs will determine which recommendations

it will implement in accordance with Schedule 2 to this Framework Agreement.

**8. MANAGED SERVICES' Basis Labs SOFTWARE AND THIRD PARTY SOFTWARE**

**8.1** With respect to Basis Labs Software and Third Party Software provided to Client or Client's customer solely for the purposes of Managed Services, Basis Labs shall (as applicable) for the duration of the relevant Orders (including any Termination Assistance Period) grant or obtain the right for Client and/or Client's customers to use such Basis Labs Software and Third Party Software appropriate licence including all relevant materials for the purposes of and only to the extent necessary to receive and obtain the full benefit of the Managed Services.

**9. PRIVATE AND PUBLIC CLOUD SERVICES**

[In respect of Public Cloud Services, Client acknowledges and agrees that, save as set out in the applicable Order:

9.1.1 the relevant Public Cloud Provider is responsible to Client for the provision of the relevant Public Cloud Services to Client without any obligation on Basis Labs to deliver, maintain and/ or support such Public Cloud Services;

9.1.2 all Public Cloud Services will include an appropriate support package by the Public Cloud Provider which will be detailed in the Order. By signing the Order, Client acknowledges that its use of the Public Cloud Services is subject to the relevant Public Cloud Provider's subscription agreement or customer agreement or terms of service (as applicable) and a separate agreement between Client and the relevant Public Cloud Provider together with such other legal terms, conditions, policies and procedures as the relevant Public Cloud Provider may in its contractual documentation require as amended. (together the "Public Cloud Terms"); and 9.1.3 the Public Cloud Terms shall apply between Client and the relevant Public Cloud Provider in respect of the Public Cloud Services. Basis Labs Gives No Warranty for Public Cloud Services.

**9.2 Basis Labs:**

9.2.1 does not represent or warrant that any of the Public Cloud Services will be uninterrupted, error-free or capable of withstanding all cyber-attacks or other unauthorised hacking or intrusions; and

9.2.2 makes and gives no representation or warranty (express or implied) in relation to, Public Cloud Services and Client shall have no remedy against Basis Labs in respect of the Public Cloud Services and all warranties and representations which may be implied (by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

Client obligations in relation to Public Cloud Services

9.3 Client shall:

9.3.1 be solely responsible for the safe preservation and storage of all Basis Labs Software, Third Party Software and material delivered or created in connection with the Public Cloud Services;

9.3.2 comply with the Public Cloud Terms (as amended from time to time);

9.3.3 indemnify Basis Labs and hold Basis Labs harmless against any costs, liability, damages, claims or expenses arising out of any breach by Client of the Public Cloud Terms, save to the extent caused solely by Basis Labs's breach of this Framework Agreement or an Order;

9.3.4 notify Basis Labs immediately in writing if Client becomes aware of any factors or circumstances that constitute (or may constitute) a breach by Client or the relevant Public Cloud Provider of the Public Cloud Terms; and

9.3.5 provide to Basis Labs, if requested, such information or materials relating to the Public Cloud Services, as reasonably requested by Basis Labs to enable Basis Labs to further investigate the facts in connection with any notification provided by Client or to verify Client's or the relevant Public Cloud Provider's compliance with the Public Cloud Terms.

Basis Labs rights in relation to Public Cloud Services

9.4 Basis Labs, in its capacity as authorised reseller of Public Cloud Services for the relevant Public Cloud Provider(**"CSP"**), will be entitled to enforce the Public Cloud Terms against Client directly on behalf of the relevant Public Cloud Provider and Client may satisfy any liability under the Public Cloud

Terms to Basis Labs if Client is in breach of the Public Cloud Terms.]

Client obligations in relation to Basis Labs Managed Services and the Public Cloud Services (as applicable)

9.5 In respect of the receipt of the Basis Labs Managed Services and the Public Cloud Services, Client shall be responsible and liable for:

9.5.1 payment of the applicable invoices raised by Basis Labs in relation to the Managed Services and the Public Cloud Services; and

9.5.2 notification to Basis Labs in writing of any issue, concern, complaint or defect in any of the Public Cloud Services in such timescales as may be required by the applicable Public Cloud Terms relevant to the Public Cloud Services at issue.

9.6 For the avoidance of doubt and notwithstanding Part A Clause 7 (Limitation of Liability) of this Framework Agreement, in no circumstances shall Basis Labs's liability to Client in respect of the Public Cloud Services be greater than the relevant Public Cloud Provider's liability to Client would have been pursuant to the relevant Public Cloud Terms (assuming for such purpose the Client contracted on the generally published Public Cloud Terms).

9.7 Basis Labs shall have no liability to Client in respect of any failure to provide the Basis Labs Managed Services if and to the extent that any failure arises out of or in connection with the breach by Client of this Framework Agreement or the terms of any applicable Order.

9.8 Client confirms that Client is ultimately responsible as Data Controllers for assessing whether the technical and organisational measures provided by the relevant Public Cloud Provider shall be adequate for the purposes of Part A Clause 21.2 (Data Protection) as regards the relevant Public Cloud Services. Charges for the Public Cloud Services and the Managed Services (as applicable)

9.9 **Basis Labs will:**

9.91 ensure that the relevant Public Cloud provider invoices Basis Labs, and not Client, for all fees generated and/or incurred by Client in relation to the relevant Public Cloud Services

procured directly through a new service provision and/ or transferred to Basis Labs as part of implementation of Client's solution;

9.9.2 on behalf of the Client and on the basis that the Client indemnifies Basis Labs for all costs, charges, fees and expenses generated as a result of the Public Cloud Services pay to the relevant Public Cloud Provider any invoice for fees (including all applicable taxes) in accordance with any timescales required by the relevant Public Cloud Provider;

9.9.3 prepare and issue to Client an invoice detailing the fees, charges, and expenses incurred by Client during the preceding calendar month;

[In the event that Client requires Basis Labs to provide specific information as part of an invoice (such as purchase order numbers and / or billing contacts), Client will provide Basis Labs with such information to enable Basis Labs to submit valid invoices to Client.]

[In the event that Client considers that an invoice Basis Labs has issued to Client under the Public Cloud Services is for the incorrect sum, Client will notify Basis Labs of this fact as soon as reasonably practicable and Basis Labs shall discuss with Client what the correct sum for the invoice should be. Where Basis Labs agrees with Client that there needs to be an adjustment to the sum in the invoice, the difference between the agreed sum and the invoiced sum shall be added to or deducted from (as applicable) the following month's invoice.]

10. **VARIATION IN PUBLIC CLOUD SERVICES CHARGES**

10.1 Without prejudice to the terms of the Framework Agreement or Order, the charges set by the relevant Public Cloud Provider in respect of the relevant Public Cloud Provider Services are estimated and variable and as such cannot be predicted with 100% certainty, further, such charges

are subject to change in accordance with the Public Cloud Terms.

11. **NOT USED**

12. **SUSPENSION**

12.1 If Client fails to pay any Charges by the Due Date, or if Basis Labs is otherwise entitled to

terminate the Framework Agreement or an Order for Managed Services and / or Public Cloud Services delivered under an Order, in accordance with Part A Clauses 12.5 or 12.6, Basis Labs shall have, without prejudice to any of its other rights and remedies, the option, at its sole discretion, by giving written notice to Client, to immediately restrict or suspend the provision of the Managed Services and / or Public Cloud Services until such Charges, together with accrued interest payable (as per Part A Clause 4.16) have been received in clear funds by Basis Labs, or, where suspension has resulted as a result of a material breach on the part of Client, Client has remedied such breach to the reasonable satisfaction of Basis Labs.

13. **CONSEQUENCES OF TERMINATION OF MANAGED SERVICES AND / OR PUBLIC CLOUD SERVICES**

13.1 In the event of termination of an Order for Managed Services and / or Public Cloud Services by Client in accordance with Part A Clause 12 of this Framework Agreement then upon the date of termination of that Order:

13.1.1 Basis Labs will immediately cease providing the Managed Service(s) and / or Public Cloud Services as applicable;

13.1.2 any and all undisputed Charges which have not been paid by Client for Managed Service(s) and / or Public Cloud Services provided up to the date of termination will immediately become due (this shall include payment for any Managed Service(s) and / or Public Cloud Services expected to be supplied by Basis Labs during the remainder of the term for which the Managed Service(s) and / or Public Cloud Services will be delivered, as specified in the Order);

13.1.3 any non-refundable costs already paid or any costs already committed to by Basis Labs on Client's behalf in respect of the provision of Third Party Software, third party hardware and / or third party services will immediately become due; and

13.1.4 Basis Labs shall perform the obligations agreed in any applicable Exit Plan and Client shall pay the applicable cost, expenses and charges for Basis Labs discharging its obligations under and in accordance with the Exit Plan. Basis Labs may consolidate exit activities under multiple Orders under

the Framework Agreement into one Exit Plan if reasonable to do so.

14. **TERMINATION ASSISTANCE SERVICES**

14.1 For up to twelve (12) months following the effective date of termination or expiration of this Framework Agreement or Order at any time when requested by the Client, Basis Labs shall provide Termination Assistance Services to the Client in accordance with the requirements of the Exit Plan and both Parties shall comply with their respective obligations set out in Schedule 4 (Exit Plan and Termination Assistance Services) and the other provisions of this Framework Agreement and Order which apply in respect of termination.

15. **TUPE**

15.1 Upon any commencement or expiry or termination of this Framework Agreement or any Order for Managed Services, the provisions of Schedule 5 (TUPE Provisions) shall apply to the extent applicable.

16. **BUSINESS CONTINUITY**

16.1 For the purpose of managing the continuity of Managed Services at all times, the Parties shall comply with the provisions of Schedule 6 (BCP and DR) in relation to the testing, maintenance and implementation of a Business Continuity Plan.

**PART C – APPLICABLE TO SERVICES**

In addition to Part A of this Framework Agreement The terms and conditions set out in this Part C apply to Services performed under an Order.

1. **CHARGES**

1.1 The provisions of Part A Clauses apply to Charges for Services together with Clauses 1.2 to 1.3 of this Part C.

1.2 Unless otherwise stated in an Order, any annual or periodic Charges shall start to accrue for the Services upon delivery, or where applicable as set out in the Order, or the Live or Acceptance Date, whether or not use is made of the Services. Where the Services replace a previous service, Charges under the replaced service shall stop accruing at this time.

2. **CLIENT'S OBLIGATIONS**

2.1 Client shall provide Basis Labs, its Personnel and subcontractors with all reasonable access to such information, materials and Documents

as may be required by Basis Labs, in order to render the Services, including but not limited to Client Data, security access information and Software Interfaces, to Client's other business applications.

**3. Basis Labs'S OBLIGATIONS**

3.1 Basis Labs shall:

3.1.1 perform the Services with reasonable care and skill and in accordance with Good Industry Practice this Framework Agreement and the Order;

3.1.2 provide a sufficient number of appropriately vetted, trained, qualified and experienced personnel using Basis Labs or third-party resources to perform the Services;

3.1.3 perform the Services in accordance with all Applicable Laws (insofar as they relate to and concern the Services);

3.1.4 operate its premises and business in accordance with ISO27001 and ISO9001;

3.1.5 maintain and deliver the Services using policies and procedures compliant with ISO27001 and ISO9001; and

3.1.6 in accordance with Good Industry Practice and any Service Levels applicable to the Services and Services as applicable from time to time; and

3.1.7 use efficiently Basis Labs personnel and resources necessary or beneficial for the provision of the Services.

3.2 Subject to this Part C Clause 3.3, if Client discovers a defect in the Services it shall notify Basis Labs with full details of such defect in writing. If such defect has arisen as a result of Basis Labs's breach of any of the obligations set out in this Part C Clauses 3.1.1 to 3.1.7 (inclusive), Client's sole and exclusive remedy and Basis Labs's entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/or obligations in relation to the Services will be for Basis Labs, at its expense and option, to:

3.2.1 agree a remediation plan and/or date for resolution of the issue within a reasonable period (taking into account the impact on Client or Client's customers' business operations); and/ or

3.2.2 use commercially reasonable endeavours to correct any such non-conformance within a reasonable period of time in accordance with the remediation plan by the provision of

modified, additional or replacement applications developed by Basis Labs (at its option). Any such modified, amended or replacement applications shall then become part of the Services.

3.3 Notwithstanding anything to the contrary in the Order, Basis Labs shall have no liability to Client to the extent that such claim arises as a consequence of the following acts or omissions:

3.3.1 any failure on the part of Client to observe and perform any of its obligations under the Order or this Framework Agreement; and/ or

3.3.2 Client's failure within a reasonable period of time to implement recommendations in respect of or solutions to faults previously advised in writing by Basis Labs.

3.4 Any claim under this Part C Clause 3.2 must be made in writing and notified to Basis Labs within sixty (60) days of Client becoming aware of the relevant issue or of the date on which the Client ought reasonably to have become aware of the relevant issue.

**4. DELIVERY**

4.1 Where a Delivery Date is agreed in the Order, Basis Labs will use its reasonable endeavours to provide the Services to meet the Delivery Date. Unless otherwise stated in an Order, time shall not be of the essence with respect to any Delivery Date and Basis Labs shall have no liability for any delay to a Delivery Date to the extent that it results from any failure on the part of Client to comply with any of its obligations under the relevant Order.

4.2 If no such Delivery Date is specified or agreed, Basis Labs shall use its reasonable endeavours to supply the Services to Client as soon as reasonably possible. Basis Labs shall not be liable for any loss, liability or cost or expense caused by any delay in any such supply.

4.3 Where Services are required at a particular Client Site or other location, Basis Labs shall deliver the Services at the address as informed by Client in writing, and as confirmed in an Order or Project Plan.

4.4 Basis Labs shall invoice Client for Services in advance, unless otherwise set out in the Order.

**5. NOT USED**

**6. SUSPENSION**

6.1    If Client fails to pay any Charges by the Due Date, or if Basis Labs is otherwise entitled to terminate the Framework Agreement or an Order for Services delivered under an Order, in accordance with Part A Clauses 12.5 or 12.6, Basis Labs shall have, without prejudice to any of its other rights and remedies, the option, at its sole discretion, by giving written notice to Client, to immediately restrict or suspend the provision of the Services until such Charges, together with accrued interest payable have been received in clear funds by Basis Labs, or, where suspension has resulted as a result of a material breach on the part of Client, Client has remedied such breach to the reasonable satisfaction of Basis Labs.

7.    **EARLY CANCELLATION OF AN ORDER**
7.1    Where applicable and unless otherwise stated in an Order, prior to the Delivery Date, Client shall be entitled to cancel any Order for the provision of Services providing that a minimum of thirty (30) days' written notice is given subject to payment being made for (i) any Services already performed or part performed; and (ii) any non-refundable costs already incurred, paid or any costs already committed to by Basis Labs on Client's behalf. If notice is less than thirty (30) days Client shall pay the full invoice price for the Services. However, Basis Labs shall use reasonable efforts to mitigate any costs and where costs are mitigated, Client shall pay the full invoice price less the mitigated costs.

8.    **TUPE**
8.1    Upon any commencement or expiry or termination of this Framework Agreement or any Order for Services, the provisions of Schedule 5 (TUPE Provisions) shall apply to the extent applicable.

**PART D – APPLICABLE TO PRODUCTS**
In addition to Part A of this Framework Agreement The terms and conditions set out in this Part C apply to the procurement of Products under an Order.

1.    **Basis Labs OBLIGATIONS**
1.1    The provisions of Part A apply together with the remaining this Part D which apply specifically to Products.
1.2    Without limiting any specific obligations, requirements and exclusions of Basis Labs in the remainder of this Framework Agreement, Basis Labs shall have title to and property in any Products and Equipment to be supplied under a given Order and any such Products and Equipment will be free of all encumbrances, unless otherwise expressly set out in an Order.
1.3    Basis Labs will use its reasonable endeavours to assign to, or procure for the Client the benefit of, any warranties generally made available by any third party manufacturer or distributor of the Equipment or Software.
1.4    Save as expressly provided in the Order:
1.4.1    Basis Labs does not provide any warranty relating to the Equipment or Software; and
1.4.2    all Equipment is provided without any obligation for Basis Labs to maintain or support such Equipment or Software.
1.5    Subject to Clause 1.3 above and unless otherwise stated in an Order, the warranty period for all Equipment and or Software is limited to the length of the manufacturer's warranty period or Software Vendors warranty period as applicable minus 30 days.

(a)    Subject to Clauses 1.3 and 1.10 of this Part D, if Client discovers a defect in the Products after the Product is accepted or deemed to be accepted, it shall notify Basis Labs with full details of such defect within the applicable warranty period. Client's sole and exclusive remedy from Basis Labs and Basis Labs's entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/or obligations in relation to the Products will be to use its commercially reasonable endeavours to engage with the third party supplier of the Product to seek their prompt response to the notification received from the Client.
1.6    Any modified, supplemented or replacement applications or Equipment or parts shall become part of the Equipment.
1.7    Title in all defective Equipment or parts thereof which are removed shall transfer back to Basis Labs.
1.8    Subject to any shorter period being set out in any applicable Product manufacturer or distributor warranty terms, any claim in respect of Products under this Part D

(Clauses 1.6 in respect of Equipment and 6.3 in respect of Basis Labs Software) must be made in writing and notified to Basis Labs within thirty (30) days of Client becoming aware of the relevant issue or of the date on which the Client ought reasonably to have become aware of the relevant issue.

1.9 Notwithstanding anything to the contrary set out in the Framework Agreement, no claim of whatever nature in relation to the Products may be brought against Basis Labs and Basis Labs shall have no liability to Client to the extent that such claim arises as a consequence of:

1.9.1 any failure on the part of Client to observe and perform any of its obligations under that Order or this Framework Agreement; or

1.9.2 any of the following acts, events or circumstances:

(a) the improper installation of any Product by any party other than Basis Labs (or any third party contracted by Basis Labs to perform any of Basis Labs obligations under any Order); or

(b) the improper use, operation or neglect of any Product by Client, its Personnel and/or sub-contractors;

(c) the use of any Product with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;

(d) the use of Product for purposes for which it was not designed or other than any use specified in the Order;

(e) any repair, reconstruction, adjustment, alteration, relocation or modification of Products or their merger (in either whole or part) with any other application or equipment (as applicable) by any party other than Basis Labs (or any third party contracted by Basis Labs to perform any of Basis Labs obligations under any Order);

(f) the failure within a reasonable period of time to implement recommendations in respect of or solutions to faults previously advised in writing by Basis Labs.

2. **DELIVERY**

2.1 Where a Delivery Date is agreed in the Order, Basis Labs will use its reasonable endeavours to provide the Products to meet the Delivery Date. Unless otherwise stated in an Order, time shall not be of the essence with respect to any Delivery Date and Basis Labs shall

have no liability for any delay to a Delivery Date to the extent that it results from any failure on the part of Client to comply with any of its obligations under the relevant Order.

2.2 If no such Delivery Date is specified or agreed, Basis Labs shall use its reasonable endeavours to deliver or supply the Products to Client as soon as reasonably possible. Basis Labs shall not be liable for any loss, costs, fees, charges, liability or expense caused by any delay in any such delivery or supply. Subject to the applicable Project Plan, Basis Labs shall be entitled to deliver or supply the Products in one delivery or by instalments and invoice in whole or part or as stated in the Order.

2.3 In either of the above cases, Basis Labs does not accept any responsibility for shortages or for Products damaged in transit unless notified in writing within five (5) Business Days of receipt of the Products by Client.

2.4 Delivery shall be confirmed by Client by authorised signature on the Delivery Date. Subject to Client serving written notice to the contrary within ten (10) Business Days of the Delivery Date, the Products will be deemed to have been delivered on the Delivery Date.

2.5 Where delivery to a particular Client Site or other location is required, Basis Labs shall deliver the Products to the address as informed by Client in writing, and as confirmed in an Order or Project Plan.

2.6 The terms of delivery of tangible Products shall be Incoterms DAP. If the delivery address is in a territory which does not use VAT then this Incoterm shall also mean that use tax, or sales tax (GST) or turnover tax are excluded from price.

3. **COMMERCIAL RETURNS**

3.1 Basis Labs has no obligation to accept a return of Products which Client wishes to return for any other reason than that dealt with under this Part D Clause 1.6 and Part A Clause 13 (Consequences of Termination). Any other

type of return would be deemed to be a "Commercial Return". If Basis Labs does agree to accept a Commercial Return then Basis Labs will issue an RMA to Client, which will detail the conditions under which the return will be accepted. If Client fails to fulfil

the obligations stipulated by the RMA, then Basis Labs reserves the right to refuse the return.

## 4. PASSING OF TITLE AND RISK

4.1 Each Party shall be responsible for risk of loss of, and damage to Products in its possession or under its control save that for these purposes Client Equipment installed on Basis Labs's Facilities (if any) shall be and remain at the Client's risk with effect from delivery of such Client Equipment to Basis Labs's Facilities.

4.2 Title in any tangible Products shall only pass from Basis Labs to Client once Client has paid all Charges and all other monies owed to Basis Labs under the Framework Agreement in cleared funds. This Part D Clause 4.2 does not apply in the case of equipment that is leased by Basis Labs to Client.

## 5. CHARGES AND PAYMENTS

5.1 The provisions of Part A Clauses 4 apply to Charges for Orders for Products.

5.2 Unless otherwise stated in an Order, Charges for Products and one-off Charges shall be invoiced in advance.

## 6. Basis Labs SOFTWARE AND THIRD PARTY SOFTWARE

6.1 With respect to any Third Party Software supplied by Basis Labs under this Framework Agreement other than as part of Managed Services, Basis Labs grants a sub-licence of such Third Party Software to Client on the same terms and conditions (mutatis mutandis) as Basis Labs licences the Third Party Software from the Software Vendor. Client shall indemnify Basis Labs and its Affiliates and hold Basis Labs harmless against any loss, cost, expense, charges or damage which Basis Labs may suffer or incur as a result of Client's breach of Third Party Software licences. Any warranty (and applicable limitations and exclusions) in relation to the Third Party Software shall be as set out in the applicable Third Party Software licence provided to the Client upon Client's request with the delivery of the Third Party Software.

6.2 Basis Labs warrants that, during the Basis Labs Software Warranty Period, with respect to each item of the Basis Labs Software which is delivered by Basis Labs and properly installed and operated on the hardware

products or other equipment for which it is originally licensed:

6.2.1 the media on which the Basis Labs Software is furnished will be free of Computer Viruses, defects in materials and workmanship under normal use; and

6.2.2 the Basis Labs Software will substantially conform to its published specifications.

6.3 If, during the Basis Labs Software Warranty Period, there is a defect or non-conformity covered by the warranty in this Part D, Clause 6.2, Client's sole remedy against Basis Labs will be, at Basis Labs's option, to refund the purchase price paid by Client for any defective Basis Labs Software, or to replace any defective media with software which substantially conforms to Basis Labs's applicable published specifications. Client assumes responsibility for the selection of the appropriate application programs and associated reference materials.

6.4 Unless otherwise stated in an Order, Basis Labs makes no warranty that:

6.4.1 the Basis Labs Software and/or Third Party Software will work in combination with any hardware or application software products provided by third parties;

6.4.2 the operation of the Basis Labs Software and/or Third Party Software will be uninterrupted or error free; or

6.4.3 all defects in the Basis Labs Software and/or Third Party Software will be corrected.

6.5 For any third party hardware and Third Party Software products listed as being compatible in the Order or specifications, Basis Labs will use reasonable efforts to provide compatibility, except where the non-compatibility is caused by a "bug" or defect in the third-party's product. Basis Labs is not obligated to remedy any Basis Labs Software or Third Party Software defect that cannot be reproduced with the latest software release. In respect of Basis Labs Software only, Client shall be entitled to receive any maintenance releases (such as Software Patches and fixes but not including feature releases or upgrades) at no charge during the Basis Labs Software Warranty Period. Client may optionally purchase the support Services under which Client would be entitled to receive maintenance feature releases in respect of the Basis Labs Software and Third Party Software for the

duration of the delivery of the support Services under the Order.

6.6 The Client shall not, shall not attempt to and shall ensure that its users shall not and/or not attempt to:

6.6.1 copy, modify or transfer such Basis Labs Software and/or Third Party Software; or

6.6.2 reverse assemble, reverse compile or translate such Basis Labs Software and/or Third Party Software save to the minimum extent permitted by Applicable Law.

6.7 The Client remains at all times liable for all acts or omissions of its users and shall ensure users only use the Basis Labs Software and/or Third Party Software in accordance with the terms of the agreement and Third Party Software licence terms.

6.8 Basis Labs shall be free to amend the Basis Labs Software provided that any changes do not materially affect the performance of the Basis Labs Software.

6.9 Basis Labs shall be responsible for installing, operating and maintaining the Basis Labs Software at its own expense.

**7. NOT USED**

**8. EARLY CANCELLATION OF AN ORDER**

8.1 Where applicable and unless otherwise stated in an Order, prior to the Delivery Date, Client shall be entitled to cancel any Order for the provision of Products providing that a minimum of thirty (30) days' written notice is given subject to payment being made for any Products purchased or committed to on behalf of Client. If notice is less than thirty (30) days Client shall pay the full invoice price for the

Products. However, Basis Labs shall use reasonable efforts to mitigate any costs and where costs are mitigated, Client shall pay the full invoice price less the mitigated costs.

This Framework Agreement has been entered into on Effective Date and is duly signed below by each Parties authorised signatory.

For and on behalf of :

Client:

Authorised Signatory………………………………………….

Name………………………………….

Position…………………………………….

Date…………………………………….

For and on behalf of:

Computer Systems Integration Ltd:

Authorised Signatory……………………………………………….

Name………………………………….

Position…………………………………….

Date…………………………………….

1.      **DEFINITIONS**

1.1     In this Framework Agreement the following words and expressions will have the following meanings unless the context otherwise requires:

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| **"Acceptance Date"** | the date of acceptance by Client, or deemed acceptance in accordance with the terms of the Framework Agreement, that the Managed Services comply with the Managed Services Requirements and Order or that the Services and/ or Products have passed the Acceptance Tests (including as set out in clause 2.4 of Part B); |
| **"Acceptance Tests"** | the tests to be carried out by Client and/or Basis Labs on the, Managed Services, Services and/or Products to ensure that they operate substantially in accordance with Client's requirements, as set out in the relevant Order or Project Plan; the Managed Services, Services, or Products including |
| **"Available Services"** | without limitation any Deliverables, which the Supplier is willing to provide to the Client. |
| **"Affiliate"** | means in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company, and Holding Company and Subsidiary shall have the meaning given to them in the Companies Act 2006 or its successors; |
| **"Applicable Law"** | any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a Party, or in the case of Client, a Client customer, is subject and/or in any jurisdiction that the Managed Services, Services and/or the Products are provided to or in respect of; |
| | (a)  the common law and laws of equity as applicable to the Parties from time to time including any legally binding court  order, judgement or decree; and |
| | (b)  any applicable direction, policy, rule or order that is legally binding on a party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's customers, assets, resources or business; |
| **"Assets"** | any Equipment inclusive of but not limited to hardware and software, Client Software, Basis Labs Software, Third Party Software and Intellectual Property Rights used by Basis Labs exclusively for the delivery of the Managed Services to Client; |

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| **"Background Intellectual Property"** | all existing and future Intellectual Property Rights that are either vested in or have been or will be created for or on behalf of Basis Labs at any time that are used or incorporated within a Managed Service or Service including those in Basis Labs's Input Material or derived from Basis Labs's Input Material, save for the avoidance of doubt Intellectual Property Rights: |
| | (i)   in Client's Input Materials; |
| | (ii)  created and developed by Basis Labs solely from Client's Input Materials during the course of and within the scope of the provision of a Managed Service or Service that were not in existence prior to the commencement of the provision of that Managed Service or Service; |
| | (iii) created and developed by Basis Labs for the sole specific use of Client (as specified in the relevant Order) on an exclusive basis during the course of and within the scope of the provision of a Managed Service or Service that were not in existence prior to the commencement of the provision of that Managed Service or Service; |
| **"Business Continuity Plan"** | the business continuity and disaster recovery plan to be implemented and maintained by Basis Labs as set out in Schedule 6 as amended from time to time; |
| **"Change"** | Any change, any New Service, any variation to the scope, nature, volume or execution of the Managed Services, Services and/ or Product under this Framework Agreement or any other variation, addition or removal of any provision of this Framework Agreement or any of its schedules or other documents referred to in this Framework Agreement; |
| **"Change Notice"** | a variation to this Framework Agreement or Order to be made in accordance with Clause 15 and Schedule 3 (Change Control Procedure), providing details of an agreed Change Request, Basis Labs's Charges or amendment thereto (if any) for the Change Request, what the effect of the Change Request will be so far as Client is concerned, and any other matters deemed appropriate by Basis Labs and Client; |
| **"Change Request"** | a request for a Change submitted by either Party to the other in accordance with the provisions of Schedule 3 Change Control Procedure; |
| **"Change Request Form"** | the template form as set out in Schedule 3 Change Control Procedure to be used by either Party when submitting a Change Request to the other Party; |
| **"Charges"** | all fees rates, prices and charges payable by the Client to Basis Labs under an Order and in accordance with the Framework Agreement; |

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| **"Clauses"** | the clauses of the Framework Agreement or any of them; |
| **"Client Business Continuity Recovery Plan"** | the business continuity and disaster recovery plan to be implemented and maintained by the Client as set out in Schedule 6 as amended from time to time; |
| **"Client Data"** | any information that is provided by Client to Basis Labs as part of the Client's use of the Managed Services, Services or Products including Personal Data and any information derived from such information and/or provided by Client's customers; |
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| **"Client Site(s)"** | the relevant premises of Client or the premises of a customer of Client, at which the Managed Services, Services, and Products under an Order are to be supplied and/or delivered to Client; |
| **"Client's Environment"** | the environment including but not limited to Client Software and Clients and Client's customers' hardware, firmware, operating system, processing speed, clock speed, network type speed and capacity, peripherals, peripheral drivers, monitors, disk drives, tape drives, internet access facilities, communications software and printers at the relevant Client Site(s) accessed or used by Basis Labs in the supply of the Managed Services, Services and/or Products to Client in connection with an Order; |
| **"Client Software"** | any computer programs supplied by the Client and not sourced from Basis Labs. |
| **"Commencement Date"** | the date indicated as such in any Order for Managed Services, Services and/ or Products, being the date that Order shall begin to have effect between the Parties; |
| **"Computer Virus"** | means any malicious software, such as malware, worms, trojan horses, ransomware, spyware, adware, scareware, boot loaders, or any other software or data which may reasonably be considered to be of malicious intent (including any unplanned and unapproved change introduced by such software); |

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| **"Confidential Information"** | all information which is marked as being confidential or which may reasonably be regarded as confidential by virtue of its nature or the nature of its disclosure, together with all information obtained from the party making the disclosure (including, in the case of the Client, its Affiliates) that relates to the business, affairs, products, trade secrets, technology, Know-how, methodology of supply, developments, finances, employees, customers or suppliers of either party, Input Material and, Intellectual Property Rights, Data and other information that would be deemed confidential by a reasonable business person as supplied or disclosed by either Party to the other both during the discussions leading up to this Framework Agreement and during the continuance of this Framework Agreement in accordance with the terms of this Framework Agreement or any other agreement between Basis Labs and Client; |
| **"Basis Labs's Contacts"** | those persons of a Party as set out, together with the email contact addresses and telephone contact numbers, in an Order; |
| **"Basis Labs Private Cloud"** | means a computing environment dedicated to a single Client as described in any one or more Orders; |
| **"Basis Labs Software"** | any computer programs written by Basis Labs or licensed to Basis Labs for the purpose of delivering the Managed Services and/ or Services; |
| **"Basis Labs Software Warranty Period"** | the period of 90 days commencing on the Acceptance Date; |
| **"Data Controller"** | has the meaning given to that term (or to the term 'controller') in Data Protection Legislation; |
| **"Data Processor"** | has the meaning given to that term (or to the term 'processor') in Data Protection Legislation; |

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| **"Data Protection Legislation"** | means any Applicable Law in the UK relating to the processing, privacy, and use of Personal Data, as applicable to the Client, the Client's customers, Basis Labs and/or the Services, including but not limited to: |

(i) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the United Kingdom's Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing or replacing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive); and/or

(ii) as applicable, Regulation (EU) 2016/679 (directly applicable European Union law) or Regulation (EU) 2016/679 as transposed into United Kingdom national law by the operation of section 3 of the EU (Withdrawal) Act 2018 (and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019); and / or

(iii) any legally binding judicial or administrative interpretation of any of the above, any legally binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority;

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| **"Data Subject"** | has the meaning given to that term in Data Protection Legislation; |
| **"Delivery Dates"** | the dates and stages for the supply of the Products or Services as set out in the relevant Order or the provision of the Managed Services, Services, and Products and as varied by written agreement between the Parties from time to time and documented in a Project Plan or in accordance with the relevant Order and this Framework Agreement; |
| **"Disaster"** | any disruption to the performance or receipt of the Managed Services, (whether caused by a natural or a man-made phenomenon or occurrence) that requires the implementation of the Business Continuity Plan, the Client Business Continuity Recovery Plan/Client Run Book and/or the Basis Labs Managed Services Run Book; |
| **"Documentation"** | in addition to any documents in writing, any map, plans, computer source or object code, graph, drawing or photograph, any film, moving image, negative, tape, disk, CD ROM or other tape or other device embodying any other data. |

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| **"Effective Date"** | means the date stated at the top of the Framework Agreement as the 'Effective Date' or if the Framework Agreement is not dated: (i) on the date the last of the Parties signs this Framework Agreement; or (ii) if the Parties do not sign this Framework Agreement then on the date the last of the Parties signs the first Order or the date the Client provides the first purchase order for the first Order under this Framework Agreement; |
| **"Emergency Change"** | has the meaning as set out in paragraph 2.2 Schedule 3 (Change Control Procedure); |
| **"Equipment"** | the hardware, cabling and systems equipment provided by Basis Labs identified in an Order, which is to be installed at or delivered to a Client's premises or the premises of a Customer of Client or as otherwise specified in the relevant Order; |
| **"EU GDPR"** | means the General Data Protection Regulation ((EU) 2016/679); |
| **"Event of Default"** | shall have the meaning set out in Clause 7.2; |
| **"Event of Force Majeure"** | any event which is beyond the reasonable control of the Party seeking to rely on such event including but not limited to: (i) riot, civil unrest, military action, terrorism or war (whether declared or not) or threat of or preparation for war; (ii) damage to or destruction of premises or equipment or systems, or breakdown of equipment or systems, in each case not attributable to the party seeking to rely on such event; (iii) imposition of sanctions, embargo, blockade, or breaking off of diplomatic relations; (iv) epidemic (including |
| | any Public Health Emergency of International Concern or pandemic declared by the World Health Organization) or pandemic; (v) any failure or refusal of any government or public authority to grant any necessary licence, permit or consent; (vi) interruption or failure of a utility service or transport or telecommunications network and/or breakdown of site systems: (vii) severe delays or disruptions to the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (viii) any change in applicable law which materially impacts a party's ability to perform any obligation under this Framework Agreement and/or significantly increases the costs to be incurred and/or effort to be expended by any Party in performing its obligations under this agreement; (iX) earthquake, storm, fire, flood, landslide or other natural disaster; or (X) industrial action, strikes or lock-outs by employees of third parties (excluding sub-contractors and suppliers of the party seeking to rely on such event unless no substitute is reasonably available); (Xi) non performance of third party supplier or contractor of either Party that is itself |

subject to an analogous event that is beyond the reasonable control of such third party supplier;

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| **"Exit Plan"** | the plan for the transition of the Managed Services, Services and/or Products in the event of the expiry or termination of this Framework Agreement or a relevant Order for any reason, which is to be developed by the Parties pursuant to Schedule 4 (Exit Plan and Termination Assistance Services); |

**"Expert"**    such independent expert as is:

(a) agreed between the Parties; or

(b) in the absence of agreement set out in (a) above within ten (10) Business Days, appointed by the National Computing Centre (or some other British nationally recognised independent centre for expertise in the application of computer technology agreed by the Parties);

**"Good Industry Practise"**    means, in relation to any activity or requirement relevant to the Order or Framework Agreement, the exercise of that degree of skill, care, diligence, prudence and foresight and using the practices, processes, procedures and guidelines which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of such activity or requirement under the same or similar circumstances and conditions in the United Kingdom;

**"Incoterms DAP"**    means Delivered at Place as defined in the English language version of the International Chamber of Commerce Incoterms 2010. Basis Labs deems Products are delivered when they are placed at the disposal of Client on the arriving means of transport ready for unloading at the named place of destination. Risks transfer at this point from Basis Labs to Client;

**"Initial Term"**    means for the provision of Managed Services the term of three (3) years from the Acceptance Date, unless the Order contains a different term, and for the provision of Services and/or Products means the term set out in the Order which shall commence from the Commencement Date;

**"Input Material"**    the Documentation, data and any other materials and information provided by one Party to the other for the purpose of performing its obligations under the Framework Agreement;

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| **"Intellectual Property Rights" or "IPR"** | any and all copyrights, moral rights, related rights, patents, trade marks, trade names, service marks, design rights, database rights, domain name rights, rights in undisclosed or confidential information (such as known-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) as existing now or in the future and applications for any such rights as may exist anywhere in the world; |
| **"ISO 9001"** | the ISO 9001:2015 quality management system (QMS) standard published in 2015 by the International Organisation for Standardization (ISO); |
| **"ISO 27001"** | means the ISO/IEC 27001:2013 information security management system (ISMS) standard published in 2013 by the International Organisation for Standardization (ISO) and the International Electrotechnical Commission; |
| **"Live Date"** | the actual date the Managed Services, Services, or Products passes or is deemed to have passed all Acceptance Tests (whichever is the earlier) as applicable; |
| **"Managed Services"** | the managed services described in any one or more Orders,to be performed by Basis Labs in accordance with the relevant terms of this Framework Agreement and the Order; |
| **"Managed Services Requirements"** | Basis Labs's obligation to perform the Managed Services as set out in the relevant Order(s) including in accordance with the specifications, policy and processes and/or service levels appended to such Order(s); |
| **"Material Subcontract"** | any contract entered into between Basis Labs and a Material Subcontractor; |
| **"Material Subcontractor"** | each subcontractor set out in the applicable Order (and any additional subcontractors who are notified to and approved by Client as a Material Subcontractor pursuant to Clause 20 (Material Subcontracts)), being a subcontractor who (i) processes any of Client's Personal Data and (ii) where the value of the supplies of the proposed subcontractor exceed 50% of the Charges in any Contract Year); |
| **"Order"** | the call-off contract that records the specific terms upon which Basis Labs will provide Managed Services, Services and/or Products to Client and in respect of Managed Services and/or Services has the meaning set out in Clause 3.1.2(b) and in respect of Products has the meaning set out in Clause 3.1.2(c); |

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| **"Party"** | a party to this agreement (and "Parties" shall be construed accordingly); |
| **"Personnel"** | a Party's officers, directors, employees, workers, contractors, (including any persons hired as consultants or contract staff), agents and representatives; |
| **"Personal Data"** | has the meaning given to that term in the Data Protection Legislation; |
| **"Personal Data Breach"** | means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data; |
| **"Process", "Processed" and "Processing"** | has the meanings given to that term in the Data Protection Legislation (and related terms such as process have corresponding meanings); |
| **"Product"** | an item provided by Basis Labs which is not part of a Managed Service, which may include hardware and/or Basis Labs Software or Third Party Software, identified in an Order; |
| **"Project Plan"** | a mutually agreed and documented plan for installation of the Managed Services, Services, or Products and their Acceptance Tests (where applicable), as set out in the Order; |
| **"Proposed Change"** | has the meaning set out in Clause 15; |
| **"Public Cloud Provider"** | means (as applicable) Microsoft Azure, Amazon or Google or such other public cloud provider as the Parties may agree from time to time; |
| **"Public Cloud Services"** | means (as applicable) the Microsoft Azure services, Amazon Web Services or Google Cloud services or such other public cloud services as the Parties may agree from time to time as specified in any Order; |
| **"Regulatory Authority"** | means any governmental, regulatory or other competent authority that regulates and/or supervises the Client or its Affiliates, Basis Labs or any Sub-contractor and/or any of their activities, including but not limited to the Information Commissioner's Office, the Prudential Regulatory Authority, the European Banking Authority, the Financial Conduct Authority, the London Stock Exchange, the Bank of England and any tax authority, and any other regulatory or administrative body, or court or listing authority that regulates or governs the Client or its Affiliates; |
| **"Replacement Services"** | has the meaning set out in paragraph 1.1.1 of Schedule 4; |

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| **"RMA"** | Returns Material Authorisation process and documentation, which is required from Basis Labs to authorise return of goods by Client to Basis Labs. Such processes and documentation will be provided as part of an Order or on request; |
| **"Security Policy"** | the security policy of Basis Labs set out in Appendix 1 of Schedule 2 in this Framework Agreement; |
| **"Service Levels"** | the levels of service required of Basis Labs as set out in an Order; |
| **"Service Provider Licensing Agreement"** | a contract entered into between a third party Software Vendor and Basis Labs which includes the right for Basis Labs to make such Software Vendor's Third Party Software available to one or more of its clients in the provision of Basis Labs's Managed Services, Services and/ or Products, and which permits Basis Labs's clients to receive the benefit of such Third Party Software; |
| **"Services"** | any services (not including Managed Services or Public Cloud Services) supplied by Basis Labs to Client as detailed in and under the terms of an Order; |
| **"Set-up Service"** | the due diligence, configuration and related work to be performed by Basis Labs to set up Managed Services; |
| **"Small Change"** | has the meaning as set out in paragraph 3.1 Schedule 3 (Change Control Procedure); |
| **"Software"** | computer programs belonging to any of the categories of Client Software, Third Party Software and/or Basis Labs Software; |
| **"Software Interface"** | the documented specification for programmatic data exchange with a defined computer program; |
| **"Software Patches"** | program technical fixes released by the Software Vendor for the purpose of correcting program errors, enhancing security or functionality. Software Patches are applied to the existing computer programs under periodic maintenance events; |
| **"Software Vendor"** | the author/publisher of the computer programs and the licensor; |

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| **"Standard Contractual Clauses"** | means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 by the European Commission |
| **"Successor Supplier"** | any third party supplier of Replacement Services appointed by the Client from time to time; |
| **"Supervisory Authority"** | means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation; |
| **"Term"** | Means the Initial Term and any applicable Renewal Term; |
| **"Termination Assistance Charges"** | the charges payable by the Client to Basis Labs for Basis Labs providing the Termination Assistance Services and discharging its obligations under the Exit Plan; |
| **"Termination Assistance Period"** | the period of time during which Basis Labs provides Termination Assistance Services to Client until the Managed Services have been completely migrated from Basis Labs to Client or a Successor Supplier, as set out below:<br><br>(i)     in connection with the expiry of the Term, the period commencing six (6) months prior to the expiry date and ending up to twelve (12) months following expiry; or<br><br>(ii)     in connection with any other termination of this Framework Agreement, the period commencing on the date of notice of termination (or such other date as is specified by Client) and ending up to twelve (12) months from the date of termination; |
| **"Termination Assistance Services"** | the services to be provided by Basis Labs to the Client pursuant to Schedule 4 (Exit Plan and Termination Assistance Services) in the event of the expiry or termination of this Framework Agreement for any reason to facilitate the transfer of the Managed Services to the Client or a Successor Supplier; |
| **"Third Party Software"** | means any computer programs owned by a Software Vendor, licensed to Basis Labs and sub-licensed to the Client; |

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| **"Trigger Event"** | means either of the following events occurring: |

a. the imposition of, or a change to, Basis Labss costs associated with the order, a duty, tax, tariff, or levy imposed on any software, goods, components and/or services incorporated or used in conjunction with the Managed

Services, Services and/or Products; or

b. an imposed increase in the charges and or costs of a third party service provider or supplier appointed by Basis Labs to perform any part of the Managed Services, Services and/or Products,

where such event has impacts the costs incurred by Basis Labs in the performance of the Order;

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| **"TUPE Regulations"** | means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, consolidated, re-enacted or replaced from time to time; |
| **"UK Addendum"** | means the UK addendum to the Standard Contractual Clauses issued by the UK Information Commissioner (as amended and updated from time to time); |
| **"VAT"** | value added tax as defined by and payable in accordance with the Value Added Taxes Act 1994; |
| **"Business Day"** | any day on which the clearing banks in the City of London are open for business; |
| **"Business Hours"** | 9.00am to 5.00pm on Business Days. |

## 2. INTERPRETATION

2.1     Any reference in the Framework Agreement or Order to "writing" or cognate expressions includes a reference to e-mail unless explicitly stated otherwise.

2.2     Any reference to any provision of a statute shall be construed as a reference to that provision as it is in force at the date of the Framework Agreement and as modified, re-enacted or replaced after the Effective Date and such changes to such are subject to the Change Control Procedure.

2.3     The headings are for convenience only and shall not affect its interpretation.

2.4     Any reference to the masculine gender includes the feminine and neuter gender and vice versa.

2.5     Any reference to a Clause, Schedule or paragraph is to one of these clauses, schedules or paragraphs in this Framework Agreement unless explicitly stated otherwise.

2.6     References to persons can include companies, associations, partnerships, individuals, trusts and all other legal entities or groups of legal entities.

2.7     References to "including", "includes" and "in particular" are illustrative only and none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression "without limitation".

2.8     References to "will" and "shall" shall be interpreted as expressions of command, not merely expressions of future intent or expectation;

2.9     Where Client is more than one person, their liability under this agreement and all Orders shall be joint and several.

2.10    Any reference to the singular includes the plural and vice versa.

2.11    The Schedules to this Framework Agreement, together with any documents referred to in them, form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement. Any reference to this agreement means this Framework Agreement, together with the Schedules, and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the Parties.

2.12    A reference to this Framework Agreement or to any other agreement or document is a reference to this Framework Agreement or such other agreement or document, in each case as varied from time to time. In respect of any Order entered into by a Basis Labs Affiliate and/or a Client Affiliate under this Framework Agreement, any obligation on or reference to "Basis Labs" or "Client" in this Framework Agreement shall be interpreted as an obligation on or reference to such Basis Labs Affiliate and/or Client Affiliate (as applicable) in respect of that relevant Order.

**SCHEDULE 2 TECHNICAL AND ORGANISATIONAL MEASURES**

**1.      Basis Labs TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

1.1     This Schedule 2 describes the technical and organisational security measures and controls implemented by Basis Labs to protect Personal Data and ensure the ongoing confidentiality, integrity and availability of Basis Labs's Managed Services, Services and/or Products in accordance with Clause 21.4.2 and further security rights and obligations of the Parties in respect of security.

1.2     This Schedule 2 is a high-level overview of Basis Labs's technical and organisational security measures. More detail on the measures implemented by Basis Labs are contained within the Appendices to this Schedule 2. Basis Labs reserves the right to revise these technical and organisational measures at any time, without notice, so long as any such revisions to policy and practice will not materially reduce or weaken the protection provided for Personal Data that Basis Labs processes in providing the Managed Services, Services and/or Products.

1.3     Basis Labs shall take the following technical and organisational security measures to protect Personal Data:

1.3.1     Implement organisational management and have dedicated Personnel responsible for the development, implementation, and maintenance of Basis Labs's information security program;

1.3.2     Have in place audit and risk assessment procedures for the purposes of:

   a.   periodic review and assessment of risks to the Basis Labs organisation;
   b.   monitoring and maintaining compliance with Basis Labs policies and procedures; and
   c.   reporting the condition of its information security and compliance to senior internal management;

1.3.3     maintain information security policies and make sure that policies and measures are regularly reviewed and where necessary, improve them;

1.3.4     Communicate with Basis Labs applications utilising cryptographic protocols such as TLS to protect information in transit over public networks. At the network edge, stateful firewalls, web application firewalls, and DDoS protection are used to filter attacks. Within the internal network, applications follow a multi-tiered model which provides the ability to apply security controls between each layer;

1.3.5     have in place data security controls which include logical segregation of data, restricted (e.g. role-based) access and monitoring, and where applicable, utilisation of commercially available and industry-standard encryption technologies;

1.3.6     have in place logical access controls designed to manage electronic access to data and

system functionality based on authority levels and job functions, (e.g. granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all users, periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur);

1.3.7     maintain password controls designed to manage and control password strength, and usage including prohibiting users from sharing passwords;

1.3.8     carry out system audit or event logging and related monitoring procedures to proactively record user access and system activity for routine review;

1.3.9     maintain physical and environmental security of data centre, server room facilities and other areas containing Client confidential information designed to:

   a.   protect information assets from unauthorised physical access;
   b.   manage, monitor and log movement of persons into and out of Basis Labs facilities; and
   c.   guard against environmental hazards such as heat, fire and water damage;

1.3.10    implement and maintain operational procedures and controls to provide for configuration, monitoring, and maintenance of technology and information systems according to prescribed internal and adopted industry standards, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Basis Labs possession;

1.3.11    have in place change management procedures and tracking mechanisms to designed to test, approve and monitor all changes to Basis Labs technology and information assets;

1.3.12    have in place incident / problem management procedures design to allow Basis Labs to investigate, respond to, mitigate and notify of events related to Basis Labs technology and information assets;

1.3.13    have in place network security controls that provide for the use of enterprise firewalls and layered DMZ architectures, and intrusion detection systems and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack; and

1.3.14    carry out vulnerability assessment, management of Software Patchesand scheduled monitoring procedures (as well as have in place threat protection technologies) designed to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code.

**SCHEDULE 2  - APPENDIX 1  Basis Labs SECURITY POLICY**

**SCHEDULE 2  - APPENDIX 2 – Basis Labs AUDIT SECURITY POLICY**

**SCHEDULE 2  - APPENDIX 3 – POL070 Basis Labs [PEN TEST] POLICY**

**SCHEDULE 3 - CHANGE CONTROL PROCEDURE**

**1.    INTRODUCTION**

1.1    This Schedule 3 sets out the procedure that shall apply to the classification, processing and approval or rejection of Changes to the Orders for Managed Services, Services and/or Products, as applicable aChange Requests can emanate from either Party and shall be documented as a Change Request in accordance with paragraph 5 below.

1.3    All Change Requests shall be managed using this Change Control Procedure.

**2.    MANDATORY & EMERGENCY CHANGES**

2.1    Basis Labs shall procure the implementation of all changes which are necessary from time to time to ensure that the provision of the Managed Service, Services and / or Products (as applicable) and their receipt and use by the Client comply with Applicable Laws (a "Mandatory Change"). The impact of

implementing a Mandatory Change upon the Managed Services, Services, Products and/or the Charges shall be investigated, assessed and notified to the Client by Basis Labs. The cost of implementation and on-going operation of a Mandatory Change shall be borne by the Client.

2.2     Where failure to implement a Change would result in either Party or any other member of that Party's Group failing to comply with any Applicable Law (whether applicable to Basis Labs or Client) or any requirement or direction of any regulatory authority, Basis Labs shall, pending completion of approval of the relevant Change, perform such emergency works or services as may be reasonably necessary, and provide the Managed Service, Services and / or Products (as applicable) in such varied or modified manner as shall be necessary to ensure compliance with Applicable Laws or the requirement or direction in question (**"Emergency Change"**).  Client shall pay Basis Labs's reasonable charges for the implementation of such Emergency Change.

## 3.     SMALL CHANGES

3.1     Minor modifications, updates, additions or changes to pending or existing Orders to the Order that require a change to the Charges but which will not have a material impact on the way the Managed Service, Services and / or Products are delivered or on the Parties' obligations and/or do not represent a fundamental shift in technology, Service Levels, scope or the way any of the existing Orders are delivered ("Small Change") will be managed in accordance with  the Client Small Change Process. This process is documented in the document embedded below:

Client Small Change
Process(v7.0) .pdf

## 4.     CHANGE COSTS

4.1     Unless otherwise agreed in writing each Party shall be responsible for its own costs incurred in the preparation and assessment of Change Requests, including the costs of any impact analysis and negotiations. Any discussions, negotiations, or other communications that may take place between the Parties in connection with any Change Request shall be without prejudice to the rights of either Party. Basis Labs reserves the right to reject any Client Change Request where the costs for preparation thereof would be disproportionate.

## 5.     CHANGE REQUEST PROCEDURE

This paragraph 5 sets out the procedures to be followed to raise, request, record and agree Changes with the exception of Mandatory & Emergency Changes, and Small Changes as detailed above.

**Change Requests**

5.1     Either Party may submit a Change Request in writing by its Senior Representative, who shall act as the Change Request sponsor throughout the Change Control Procedure, and who shall be responsible for the completion of a Change Request Form as set out in Appendix 1 to this Schedule 3. Change

Requests shall be presented to the Senior Representative of the other Party who shall acknowledge receipt of the Change Request.

**Basis Labs's Assessment of a Change Request**

5.2     Irrespective of which Party raises the Change Request, for each Change Request, Basis Labs shall assess the Change Request and, as soon as reasonably practicable, provide the Client with a quotation or proposal for the Proposed Change which shall detail:

　　5.2.1     a description of the Change ;

　　5.2.2      an impact analysis of the Change (as more fully described in paragraphs 5.4 to 5.8);

　　5.2.3     any changes to the Charges;

　　5.2.4      a list of deliverables required for implementing the Change Request;

　　5.2.5     a timetable for implementation;

　　5.2.6     any relevant acceptance criteria;

　　5.2.7     where Basis Labs has made a Change Request, the reasoning behind a Basis Labs Change Request; and

　　5.2.8     proposed amendments to this Framework Agreement and or the Order which may be required as a result of the Change Request.

**Impact Analysis**

5.3     The purpose of the impact analysis is to provide a context for a discussion around the agreement and implementation of the Change Request.

5.4     The impact analysis will consider the material effect of any Change Request on any other existing Managed Services, Services and/or Products (as applicable) provided under this Framework Agreement. If the Change Request has no such impact, a "no impact" statement will be made.

5.5     The impact analysis shall consider the impact of the Change Request with the following parameters taken into account as relevant to each particular Change:

　　5.5.1      scope of this Framework Agreement;

　　5.5.2     pricing elements;

　　5.5.3     timescales including and critical dates;

　　5.5.4     acceptance criteria;

　　5.5.5     infrastructure requirements including new equipment and/or software;

5.5.6    relevant third party agreements; and

5.5.7    any other relevant information or requirements deemed necessary to identify within the impact assessment.

5.6    The Parties acknowledge that the list set out in paragraph 5 is not an exhaustive list and that there may be more parameters to consider in the context of a particular Change Request and some of the parameters described may not be relevant to every Change Request.

5.7    The parameters set out in paragraph 5.6 should be considered in such a way to ensure that the impact analysis clearly shows the impact (if any) on the Managed Service, Services and / or Product (as applicable), the Charges, and any other relevant matter covered by this Framework Agreement. The resulting impact analysis shall confirm the authority level required to authorise the Change.

## 6.    REVIEW AND APPROVAL

6.1    The Parties shall review and negotiate each Change Request including Basis Labs's quotation or proposal related to such Change Request in good faith.

6.2    Once Basis Labs and the Client have agreed to the scope and impact of the Change Request and the quotation or proposal for the Change Request, Basis Labs will send the Client a Change Notice.

6.3    As soon as the Change Notice has been signed on behalf of both Parties, the Framework Agreement or Order will immediately be deemed to have been varied in accordance with the terms of the Change Notice.

6.4    For the avoidance of doubt, except as provided in this Schedule 3 (Change Control Procedure) neither Party shall be obliged to agree a Change Request.

## APPENDIX 1 - CHANGE REQUEST AND CHANGE NOTICE FORM TEMPLATES

A.    The Parties may use the below Change Request form to prepare a Change Request, or Basis Labs may use its proposal template.

B.    Where required the Change Form fields may be amended as necessary.

C.    Following agreement the Parties may use the below format (as amended) as a Change Note to vary the Order, or alternatively a written variation may be used as the Change Notice.

D.    Where the Parties amend only the terms and conditions of this Framework Agreement the Basis Labs framework variation template shall be used.

| CRF No: | Agreement: | Effective date of Change: |
|---|---|---|
| Initiated by: Change requested by [Basis Labs OR Client] | | |
| Date of request: | | |
| Period of validity:<br><br>This Change Request Form is valid for acceptance until [DATE]. | | |
| Reason for Change: | | |
| Description and impact of the Change (including to delivery and performance): | | |
| Required amendments to wording of agreement or schedules: | | |
| Adjustment to Charges resulting from Change: | | |
| Additional one-off charges and means of determining these (for example, fixed price basis): | | |
| Supporting or additional information: | | |
| [The Parties agree to the above Changes within this Change Request and upon signature of this shall create a Change Note and amend the Order and the Framework Agreement as set out above.] | | |

| SIGNED ON BEHALF OF CLIENT | SIGNED ON BEHALF OF Basis Labs |
|---|---|
| Signature: | Signature: |
| Name: | Name: |
| Position: | Position: |
| Date: | Date: |

**SCHEDULE 4 - EXIT PLAN AND TERMINATION ASSISTANCE SERVICES**

# 1. OBJECTIVES

**1.1** The purpose of the Termination Assistance Services is:

1.1.1 to enable Basis Labs to cease supplying the Managed Services and for the Client or the Successor Supplier from the end of the Termination Assistance Period to undertake services in substitution in an orderly manner (the "Replacement Services"); and

1.1.2 to minimise: any disruption to the Managed Services, or failure to achieve the Service Levels, during and as a result of the handover from Basis Labs and the commencement of the Replacement Services.

1.1.3 Notwithstanding termination or expiration of this Framework Agreement or an applicable Order, the terms of the Framework Agreement, the Order and the remaining Orders shall continue to apply during the Termination Assistance Period.

# 2. GENERAL TERMINATION ASSISTANCE SERVICES OBLIGATIONS

2.1 Following a period of 6 months after the Acceptance Date and if requested by the Client, Basis Labs shall provide a high-level Exit Plan to the Client for review and approval by the Client which shall:

2.1.1 be based upon Basis Labs standard exit plan process and policies;

2.1.2 identify and describe in a suitable level of detail the key items which will need to be discussed and agreed in detail as part of any Exit Plan;

2.1.3 set out, at a high level, the general approach to be taken in respect of the Termination Assistance Services to be provided;

2.1.4 and if known at the time of providing the Exit Plan, indicate the type of costs, charges and fees that Client is likely to incur during the exit and/or Termination assistance Period. Unless otherwise stated in the Order or the detailed Exit Plan in absence of any Charges, costs, prices, or fees stated in the Exit Plan, then the Client shall be charged on a time and materials basis using the Basis Labs rate card.

2.2 As soon as possible (but in any event within 4 weeks) following the Client's request or receipt or submission of a notice of termination:

2.2.1 Basis Labs shall prepare a detailed Exit Plan which shall:

(a) identify and describe in a suitable level of detail each of the items in paragraph 2.3 below and any other key items which will need to be discussed and agreed in detail as part of any Exit Plan; and

(b) detail the exit approach to be taken in respect of the Termination Assistance Services;

2.2.2 the Parties shall use their respective reasonable endeavours to agree the contents of such Exit Plan;

2.2.3    if the Client and Basis Labs are unable to agree any item in the detailed Exit Plan, Basis Labs shall be entitled to determine such matter acting reasonably and in good faith;

2.2.4    until the agreement of the detailed Exit Plan, Basis Labs shall provide the Termination Assistance Services in accordance with the high-level Exit Plan to the Client in good faith.

2.3    The detailed Exit Plan shall include, but not be limited to, the following contents:

2.3.1    an overall plan with the aim of helping to ensure the smooth transfer of the provision of the Managed Services from Basis Labs to a Succesor Supplier and/or Client, with no adverse material impact on the quality or timeliness of the Managed Services and with minimal interruption to Client's business;

2.3.2    exit strategies to cover: (i) exiting in stressed circumstances and through a planned and managed exit; and (ii) exit in respect of a Public Cloud Provide (if applicable);

2.3.3    adequate knowledge transfer in relation to the Managed Services from Basis Labs to Client and/or a Successor Supplier;

2.3.4    details of how data transitions are to be effected back to the Client and/or a Successor Supplier;

2.3.5    outline all reasonable assistance and reasonable information that the Client may require in connection with any re-tendering process to any Successor Supplier;

2.3.6    identifying any personnel impacted by exit and staff that could be subject to TUPE Regulations;

2.3.7    managing and listing Assets for transfer or novation from or retention by Basis Labs (including Client Data, configuration of Client Environments (templates and such); subscriptions; software licences and sub-contracts) and the terms of any such transfer including pricing where applicable;

2.3.8    loan of items;

2.3.9    continuing obligations of Basis Labs during the Termination Assistance Period in addition to continued provision of the Managed Services;

2.3.10    identification of Basis Labs's sub-contractors and confirmation of their responsibilities in relation to the Managed Services and the Termination Assistance Period;

2.3.11    identification of supporting Documentation to be transferred from Basis Labs to Client and/or Successor Supplier;

2.3.12    agreement of Exit Plan milestones (if any);

2.3.13    indication of resource requirements from each Party to transfer the Managed Services,;

2.3.14  any requirements for the transfer and/or deletion of Confidential Information exchanged by the Parties during the term of the agreement or relevant Order(s); and

2.3.15  the applicable Termination Assistance Costs and any other applicable expenses, fees and/or charges to be charged to Client by Basis Labs for providing the Termination Assistance Services and discharging its obligations under the Exit Plan.

2.4  When requested by the Client, the Parties shall meet and agree what resources may be required during the Termination Assistance Period to enable the provision of Termination Assistance Services, (and if the Parties are unable to reach agreement, any request by the Client for Termination Assistance Services shall be dealt with through the Change Control Procedure as a Mandatory Change).

2.5  Following the creation of the detailed Exit Plan Basis Labs and Client will periodically review and update the Exit Plan mutually agreed.

2.6  Basis Labs shall, at Client's cost, test the Exit Plan in accordance with Good Industry Practice at such frequency as is reasonably requested by the Client and Basis Labs shall promptly provide a report detailing the results of the tests to the Client.

2.7  At Clients' cost, Basis Labs shall provide Client with essential information (suitably redacted if deemed necessary), assistance and co-operation reasonably required by the Client in connection with the planning, testing and implementation of the Client's exit strategies and Basis Labs shall participate in scenario testing in connection with operational resilience requirements as reasonably requested by the Client.

**SCHEDULE 5 TUPE – [NOT APPLICABLE]**

**SCHEDULE 6      BUSINESS CONTINUITY & DISASTER RECOVERY**

**1.          BUSINESS CONTINUITY & DISASTER RECOVERY - Basis Labs**

1.1       Basis Labs will implement its own Business Continuity Plan to recover its own core business functions in the event of Disaster. Basis Labs will promptly notify the Client              in the event of a Disaster.

1.2       Basis Labs shall maintain throughout the term of this agreement, reasonable contingency and business continuity planning arrangements designed to minimise any interruption or disruption to the provision of the Managed Services.

1.3       The Business Continuity Plan shall detail the processes and arrangements which Basis Labs shall follow to ensure continuity of Basis Labs's business processes and operations on which the Managed Services depend, following any Disaster.

1.4       Basis Labs shall update the Business Continuity Plan on a regular basis in accordance with Good Industry Practice. Basis Labs shall ensure that updated versions shall provide no less protection than the previous version of such Business Continuity Plan.Basis Labs shall ensure that it is able to implement the Business Continuity Plan by testing the plan on a regular basis (at least once in every twelve month period).

1.5       Basis Labs shall make available, within 10 days of a request submitted by the Client, the business continuity framework and results of the most recent test of that plan.

**2.       BUSINESS CONTINUITY & DISASTER RECOVERY - CLIENT**

2.1       The Client is responsible for implementing and maintaining the Client's Business Continuity Recovery Plan.

2.2       Where indicated in the Order that the Client has procured disaster recovery services from Basis Labs the following provisions apply:

2.2.1       As part of the Client's Business Continuity Recovery Plan, the Client will, implement and maintain a runbook of manual or automatic procedures or activities to facilitate the recovery of Client specific services, technologies or facilities or remedy the Client's failure to procure any Client dependency or the provision of any third party service (**"Client Run Book"**). Basis Labs is reliant on the Client implementing, maintaining and managing the  Client Run Book in the event of a Disaster. To assist with the development and upkeep of the Client Run Book, Basis Labs will document and provide Client specific manual or automatic procedures or activities to facilitate the recovery of the Managed Services in the event of a Disaster ("Basis

Labs Managed Services Run Book") and the Basis Labs Managed Services Run Book shall form part of the Client Run Book.

2.3    Subject to the Client providing reasonable (and in any event no less than 6 weeks') written notice , Basis Labs agrees that it will test the Basis Labs Managed Services Run Book at a frequency as stated in the Order where Client requests testing of Basis Labs Managed Service Run Book (including testing imposed via the Client Run Book test) over and above the frequency stated in the Order this shall result in addition costs, charges, expense, and/or fee to Client.

2.4    Where Basis Labs tests the Basis Labs Managed Services Run Book:

2.4.1    Basis Labs will agree dates with the Client to carry out a test of the Basis Labs Managed Services Run Book, typically out of hours and not on a Business Day;

2.4.2    the Client will ensure that sufficient resource is made available for the duration of the test to confirm the Client specific services are accessible and functional;

2.4.3    Basis Labs will document the outcomes and results of the test in relation to the Client specific services supplied, including any identified issues and provide a summary of the actions to be taken by Basis Labs and/ or the Client as applicable to ensure that such issues are rectified within reasonable timescales.

2.5    Basis Labs periodically tests its Basis Labs Managed Services Run Book and informs the Client when such testing is required and the risks associated if such testing is prevented or delayed. Where Client prevents or delays Basis Labs from testing the Basis Labs Managed Services Run Book in accordance with Good Industry Practice, the risk of failure shall be borne by the Client and Basis Labs shall be relieved of all liability in the event of Disaster until such time Basis Labs is permitted to perform a test by the Client.

2.6    Where the Client requests Basis Labs to carry out more tests of the Client Run Book/Basis Labs Managed Services RunBook than that agreed in the Order, Basis Labs will be able to recover from the Client all its reasonable costs incurred in carrying out such subsequent tests.

2.7    The Client with Basis Labs's reasonable assistance and at the Client's cost will update the Client Run Book in the event of any changes to the Managed Services, Services and/ or Products including but not limited to the addition of new services or Changes. Basis Labs will update the Basis Labs Managed Services Run Book at Basis Labs cost unless such changes are due to the Client in which case this shall be at Client's cost.

2.8    Basis Labs will provide all such reasonable assistance as is requested by the Client to enable the Client to test the Client Business Continuity Recovery during the Term. Basis Labs shall be entitled to recover from the Client all its reasonable costs in respect of its assistance under this paragraph 2.8.

2.9    The Client will appoint a representative who is knowledgeable in business continuity planning to serve as a single point of contact for the Client in respect of matters relating to this Schedule 6 and who will:

2.9.1    act as the primary interface to Basis Labs;

2.9.2    receive the Basis Labs Managed Services Run Book and test results, submit
comments to Basis Labs and, where mutually agreed Basis Labs will incorporate such comments; and

2.9.3    provide Basis Labs with Client updates to the Client Run Book.

**SCHEDULE 7 APPROVED MATERIAL SUB-CONTRACTORS AND/OR SUB DATA -PROCESSORS**

1.1 In addition to those Data Sub Processors out in any Order, the below Sub-contractors are also approved by the Client for use under this Framework Agreement and any Order placed under it.

| Company Name | Location | Services/Scope of Work |
|---|---|---|
| IBM | UK | Cloud Hosting |
| NODE4 | UK | Data Centre |
| EQUINIX | UK | Data Centre |
| MICROSOFT | UK | Cloud Hosting |
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**[END]**