



XXXXXX

as Customer

L3C Limited

as Supplier



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THIS AGREEMENT is made this (Insert Date) (the "Commencement Date").

BETWEEN:

- (1) (Insert Customer Name) with company registration number XXXXXXXX) and registered address at XXXXXXXX (the "Customer"); and
- (2) L3C Limited a company registered in England (company registration number 08550167) whose registered office is at 7 Bell Yard, London WC2A 2JR (the "Supplier").

WHEREAS:

Supplier provides certain cloud migration and cloud managed services which the Customer wishes to procure.

IT IS AGREED:

1. Definitions and Interpretation

- 1.1 In this Agreement (except where the context otherwise requires) the following words and expressions shall have the following meanings:

"**Administrative Representative**" means the individuals specified in a Statement of Work, who shall serve as the Customer's and Supplier's primary contacts for their administrative activities under this Agreement) and, if not so specified in such a Statement of Work shall be Jerry Crossfield, or the successor to his role, (representing the Supplier) and XXXXXX, or the successor to his role, (representing the Customer);

"**Authorised Help Desk Users**" means the named End Users identified by the Customer to the Supplier from time to time;

"**Business Day**" means any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom;

"**Cloud Services**" means the services that the Supplier enables to allow the Customer and members of the Customer Group to store, deploy, access and use the Customer Materials on the Cloud Infrastructure, including cloud set-up, data migration and on-going managed services as set out in a Statement of Work;

"**Cloud Services Infrastructure**" means the underlying data centre, server, networking and other infrastructure necessary to provide the Cloud Services, for example but not limited to, the Microsoft Azure, Skytap on Azure (Kyndryl Cloud Uplift), Amazon Web Services, IBM PowerVS infrastructure.

"**Commencement Date**" means the date of this Agreement as written above;

"**Confidential Information**" means, in respect of a party: (a) all information (existing in any form) which relates to that party's (or its affiliate's) businesses, strategies, trade secrets, products, software, suppliers, customers, partners, financial or other affairs or commercial relationships and any proprietary information of that party; and (b) in the case of the Customer only, the Customer Materials;

"**Customer Group**" means the Customer and any body corporate which is from time to time a holding company of the Customer, a subsidiary of the Customer or a subsidiary of a holding company of the Customer or directly or indirectly controls, is controlled by or is under common control with the Customer where control has the meaning given to it in Section 1124 of the Corporation Tax Act 2010;

"Customer IPR" means Intellectual Property Rights owned by or licensed to the Customer or any member of the Customer Group or any End User;

"Customer Materials" means any:

- (a) software, data, documentation or any other materials (including reports, studies, data, diagrams, charts, specifications and programs); and
- (b) items set out as Customer Materials in any Statement of Work,

provided to the Supplier by or on behalf of the Customer or any member of the Customer Group or any End User, and which (i) run on the Cloud Services; or (ii) interface with the Cloud Services; or (iii) are installed, uploaded, transferred, used, processed or stored in connection with the Services;

"Customer Representatives" means the Technical Representative and Administrative Representative, who shall serve as the Supplier's primary contacts for the Supplier's activities under this Agreement;

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"End Users" means any individual or entity that the Customer or any Customer Group member authorises to directly or indirectly through another user: (a) access or use the Customer Material; or (b) otherwise access or use the Cloud Services under the Customer's account;

"Fees" means the fees payable by the Customer for the Services, as set out in a Statement of Work;

"Intellectual Property Rights" means all rights including future rights in inventions, patents, designs, copyrights, trade marks, services marks, databases and topography rights (whether or not any of those is registered and including applications for registrations of the foregoing) together with all trade secrets, know-how and all rights or forms of protection of a similar nature or having equivalent or similar effect to any others which may subsist anywhere in the world;

"Laws" means statutes, statutory instruments, regulations, orders, and other legislative provisions in any jurisdiction including any delegated or subordinate legislation, any enforceable community rights within the United Kingdom and any judgment of a relevant court of law or decision of a tribunal or competent authority;

"Service Credits" means the service credits specified in Schedule 2;

"Service Levels" means the resolution times specified in Schedule 1 and the availability service levels specified in Schedule 2;

"Services" means the Cloud migration and managed services and any other services provided by the Supplier under or in connection with this Agreement;

"Statement of Work" has the meaning given to it in Clause 1.3;

"Technical Representative" means the individuals set out in any Statement of Work, who shall serve as the Supplier's primary contact for the Supplier's technical activities under this Agreement.

1.2 In this Agreement (except where the context otherwise requires):

- (a) any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or

Schedule of or to this Agreement;

- (b) the Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (c) use of the singular includes the plural and vice versa;
- (d) use of any gender includes the other genders;
- (e) any reference to "**persons**" includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);
- (f) any reference in this Agreement to any statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") shall be construed as referring to such legislation as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated; and
- (g) any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any references to this Agreement includes the Schedules. Each statement of work referring to this Agreement and entered into in writing signed by the parties' authorised representatives (each a "**Statement of Work**") forms part of, and is incorporated in full into, this Agreement. References to this Agreement shall include all Statements of Work.

1.4 In any conflict between these general terms and any Schedule, these general terms shall take precedence. In any conflict between these general terms or any Schedule and any Statement of Work, these general terms and the Schedule shall take precedence unless expressly provided otherwise in the Statement of Work.

2. Scope

The Supplier will provide the Services and procure that its employees, agents and subcontractors provide the Services, in accordance with the provisions of this Agreement. The Supplier shall provide to the Customer all reasonable access, assistance and information required by the Customer to access, and upload Customer Materials to the Cloud Services Infrastructure and to use the Services.

3. Service Levels

3.1 The Supplier will perform the Services in accordance with, and achieving, the agreed Service Levels.

3.2 If the Services fail to meet the Service Levels, the Customer will, without prejudice to any other rights or remedies it may have under the Agreement, be entitled to Service Credits in accordance with Schedule 2.

3.3 The Customer acknowledges and agrees that the terms of Schedule 2 relating to Service Credits constitute a genuine pre-estimate of the loss or damage that the Customer would suffer as a result of the Supplier's Service Delivery Failure and are not intended to operate as a penalty for the Supplier's non-performance

3.4 The Supplier shall provide to the Customer a monthly report specifying the relevant Service Levels and the Supplier's performance that month against each of the Service Levels, including full details

of any failure to meet the Service Levels and a statement of any Service Credits due in such month.

- 3.5 The Supplier shall not be responsible for the failure of the Cloud Services Infrastructure (for example but not limited to, Amazon Web Services, Microsoft Azure, Skytap on Azure and Microsoft ExpressRoute infrastructure).

4. Supplier Obligations and Rights

- 4.1 The Supplier represents, warrants and undertakes that it shall:

- (a) use, and procure that the Supplier's, employees, agents and sub-contractors use reasonable skill and care in the performance of the Services as would be expected of an experienced and competent supplier of similar services in accordance with good industry practice;
- (b) ensure that the Services conform at all times in all material respects with the service description provided in any Statement of Work and with any specification or requirements referred to in such a Statement of Work;
- (c) ensure that the Supplier's, employees, agents and sub-contractors will be suitably skilled, experienced and qualified to carry out the Services;
- (d) comply, and ensure its employees, agents and sub-contractors comply with all applicable laws, enactments, orders, regulations, standards and other similar instruments; and
- (e) take reasonable steps to ensure that it does not (and shall not knowingly) store, distribute or transmit any data or any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware via the Cloud Services or the operation of the Services.

- 4.2 The Supplier shall provide reasonable assistance to and co-operate with the Customer, Customer Group members, and other suppliers and service providers of the Customer or Customer Group members and with all other relevant third parties in each case to the extent reasonably necessary for the smooth provision of the Services and the services provided to the Customer and Customer Group members.

- 4.3 The Supplier shall not store, copy, disclose, or use Customer Materials for any purpose other than to the extent necessary to supply the Services or to the extent required by applicable Laws. The Supplier shall and shall procure that its subcontractors shall:

- (a) implement and maintain appropriate security measures for the Services;
- (b) ensure that its security measures for the Services comply with the following certifications (as well as any specified in a Statement of Work relating to any part of the Services) and maintain those certifications throughout the term of this Agreement:
 - (i) ISO 27001:2022 Information Security Management
 - (ii) ISO 27701:2019) Privacy Information Management System
 - (iii) ISO 20000-1:2018 IT Service Management
 - (iv) ISO 9001:2015 Quality Management System
 - (v) UK Government Cyber Essentials Certification.
- (c) provide the Customer on request with audit reports and certifications reasonably satisfactory to the Customer evidencing such security measures and such compliance; and
- (d) remedy any non-compliance indicated by such audit reports and provide evidence to the

Customer of such remediation.

5. Customer Obligations and Responsibilities

5.1 The Customer shall:

- (a) comply with:
 - (i) all applicable Laws and regulations with respect to its activities under this Agreement.
- (b) unless otherwise agreed in this Agreement, at its own cost apply for, possess and maintain any authorisations, permissions, licenses, consents, registrations and/or permits (other than those licenses specified as the Supplier's responsibility in a Statement of Work) which are required to enable it to use the Services, use the Customer Material in connection with the Services and comply with its obligations under this Agreement.
- (c) without prejudice to the Supplier's obligations under this Agreement, be responsible for:
 - (i) implementing business continuity and disaster recovery plans in relation to the Customer Materials. For the avoidance of doubt, this shall be without prejudice to the Supplier's obligations under this Agreement;
 - (ii) properly configuring and using the Cloud Services and taking steps to maintain appropriate security, protection and backup of the Customer Materials, which may, if appropriate and practicable, include the use of encryption technology to protect the Customer Materials from unauthorised access and routine archiving of the Customer Materials, provided that this shall be without prejudice to the Supplier's obligations to implement security measures for the Services in accordance with this Agreement and to provide backup for the Cloud Services as described in any Statement of Work;
 - (iii) the technical operation of the Customer Materials;
 - (iv) properly handling and processing notices received by the Customer (or any member of the Customer Group) by any person claiming that the Customer Materials violate such person's rights, including notices pursuant to the Electronic Commerce (EC Directive) Regulations 2002 (SI 2002/2013) and the Data Protection Legislation defined in clause 1 and referenced in clause 8; and
 - (v) taking steps to prevent the unauthorised use of Customer log-in credentials and private keys generated by the Services which are for the Customer's internal use only ("**Log-in Credentials**"). The Customer may not sell, transfer or sublicense the Log-in Credentials to any other entity or person, except to the extent that the Log-in Credentials may be disclosed to the members of the Customer Group and agents and subcontractors performing work for the Customer or for a member of the Customer's Group.
- (d) provide the Supplier with:
 - (i) all reasonably necessary co-operation in relation to this Agreement; and
 - (ii) all reasonably necessary access to such information as may be required by the Supplier; in order to provide the Services.

- (e) use reasonable endeavours to prevent any unauthorised access to, or use of, the Services by virtue of unauthorised use or disclosure of the Customer's Log-in Credentials and notify the Supplier promptly if the Customer becomes aware of any such unauthorised access or use.
 - (f) take reasonable steps to ensure that it does not (and shall not knowingly) store, distribute or transmit any data or any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware via the Cloud Services or the operation of the Services.
- 5.2 Except to the extent stated in a Statement of Work, the Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier Site, and to the extent that any loss or damage to the Customer or any member of the Customer Group arises solely and directly from the Customer's failure to procure and maintain its network connections or telecommunications links from its systems to the Supplier Site, the Supplier shall not be responsible to the Customer or any member of the Customer Group for such loss or damage.
- 5.3 The Customer shall not, and shall ensure End Users do not:
 - (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works);
 - (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services; or
 - (c) access or use the Services in a way intended fraudulently to avoid incurring fees or exceeding usage limits or quotas.
- 5.4 Each of the Customer and the Supplier will be deemed to have taken any action that it permits, assists or facilitates any person or entity to take related to this Agreement, Customer Materials or use or provision of the Services.

6. Payment and Related Provisions

- 6.1 The Supplier will invoice the Customer in accordance with the provisions of any relevant Statement of Work, and invoices will include the following information:
 - (a) a description of the Services which relate to the invoice;
 - (b) the total charges payable under the invoice; and
 - (c) any Service Credits deducted from the invoice.
- 6.2 The Customer shall reimburse the Supplier for all actual, reasonable travel expenses including, but not limited to, airfare, hotel and meals reasonably incurred by the Supplier in performance of the Services, provided that such expenses have been approved in advance in writing by the Customer (in terms of both their amount and nature) and provided that such expenses are incurred in accordance with any expenses policy provided by the Customer to the Supplier from time to time.
- 6.3 The Customer will pay invoices within 30 days after date of receipt of the invoice (the "**Due Date**") for any undisputed invoice which has been properly issued in accordance with this Agreement and complies with Clause 6.1 and Clause 6.4.

- 6.4 The Customer will pay the Supplier any Value Added Tax ("**VAT**") properly chargeable on Services supplied by the Supplier pursuant to this Agreement, provided the Supplier has delivered a correct VAT invoice as required by statute.
- 6.5 The Supplier may charge interest on overdue payments at a rate of 2% above the base rate of the Bank of England from time to time (and in any event not less than 2%), such interest to accrue on a day to day basis.
- 6.6 The Customer shall have the right to deduct from the Fees any amounts that the Supplier is obliged to pay to or credit to the Customer and any amounts required to be withheld in accordance with applicable tax Laws, such as in relation to withholding tax.

7. Data Protection

- 7.1 In this Clause 7 "**process**", "**data controller**", "**data processor**", "**data subject**" "**personal data**" and "**supervisory authority**" shall have the meaning given in the Data Protection Legislation and "**Data Protection Legislation**" shall mean all applicable laws relating to data protection and privacy including (without limitation) the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, the Data Protection Act 2018 and, in each case, any amending or replacement legislation from time to time.
- 7.2 The Customer hereby appoints the Supplier as data processor in relation to personal data which forms part of the Customer Materials and is uploaded to or run on the Cloud Services Infrastructure (customer personal data) to process Customer personal data on behalf of the Customer (or a Customer Group member, as applicable) as is necessary to provide the Services and in accordance with such other written instructions as the Customer may issue from time to time.
- 7.3 Each party shall comply with its obligations under the Data Protection Legislation in respect of any personal data it processes under or in relation to this Agreement. Without prejudice to the foregoing, the Supplier shall not process Customer personal data in a manner that will or is likely to result in the Customer or a Customer Group member breaching its obligations under the Data Protection Legislation.
- 7.4 As of the Commencement Date, the Customer does not anticipate that any personal data will be included in the Customer Materials. However, if any personal data were to be included the Customer anticipates that the categories of personal data may include details of its or Customer Group member's employees or contractors, or employees or contractors of their customers or potential customers with the data subjects being such individuals. The subject matter, nature and purpose of the processing to be carried out would be the provision of the Services. The duration of the processing would be the term of this Agreement and the period up until deletion of Customer Materials from the Services in accordance with this Agreement.
- 7.5 In processing Customer personal data pursuant to this Agreement, the Supplier represents warrants and undertakes that it shall at all times:
- (a) only process Customer personal data in accordance with the documented instructions given from time to time by the Customer, including with regard to transfers, unless required to do otherwise by applicable Laws, in which event, the Supplier shall inform the Customer of the legal requirement before processing Customer personal data other than in accordance with the Customer's instructions, unless that same law prohibits the Supplier from doing so on important grounds of public interest; the Supplier shall inform the Customer if the Supplier considers that any of the Customer's instructions would breach the Data Protection Legislation;
 - (b) not publish, disclose or divulge (and ensure that its personnel do not publish, disclose or divulge) any Customer personal data to a third party unless the Customer has given its prior written consent;

- (c) ensure that only such of its personnel who may be required by the Supplier to assist it in meeting its obligations under this Agreement will have access to Customer personal data and that such personnel are bound by appropriate obligations of confidentiality, and take all reasonable steps in accordance with good industry practice to ensure the reliability and integrity of any Supplier personnel who have access to the personal data;
 - (d) ensure that all Supplier personnel involved in the processing of personal data have undergone adequate training in the care, protection and handling of personal data;
 - (e) ensure that no Customer personal data is processed or transferred outside the European Economic Area or any other territory in which restrictions are imposed on the transfer of Customer personal data across borders under the Data Protection Legislation, without the Customer's express prior written consent, in which case, the Supplier shall comply with the requirements of the Customer to ensure that adequate safeguards are put in place to protect Customer personal data;
 - (f) inform the Customer promptly, and in any event within two (2) Business Days, of any enquiry or complaint received from a data subject or supervisory authority relating to Customer personal data;
 - (g) provide at no charge full cooperation and assistance to the Customer and any Customer Group member as the Customer may reasonably require to allow the Customer or a Customer Group member (as applicable) to comply with its obligations as a data controller, including in relation to data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; the fulfilment of data subjects' rights; and any enquiry, notice or investigation by a supervisory authority;
 - (h) at the request and option of the Customer (whether during or following termination of this Agreement), promptly and as specified by the Customer return or destroy all Customer personal data in the possession or control of the Supplier; and
 - (i) comply with all relevant provisions of the Data Protection Legislation.
- 7.6 Notwithstanding any provisions of the Agreement, the Supplier shall not appoint any third party to process Customer personal data ("**Subprocessor**") without the Customer's prior written consent, and subject in all cases to the Supplier:
- (a) providing reasonable prior notice to the Customer of the identity and location of the Subprocessor and a description of the intended processing to be carried out by the Subprocessor to enable the Customer to evaluate any potential risks to Customer personal data; and
 - (b) imposing legally binding contract terms on the Subprocessor which are the same as those contained in this Agreement.
- 7.7 The Supplier acknowledges and agrees that it shall remain liable to the Customer for a breach of the terms of this Agreement by a Subprocessor and other subsequent third party processors appointed by it.
- 7.8 The Supplier shall notify the Customer in the most expedient time possible under the circumstances and in any event within 24 (twenty-four) hours of becoming aware of any actual or suspected accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Customer personal data ("**Security Breach**"). The Supplier shall also provide the Customer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach and (to the extent known to the Supplier) the identity of each affected person, as soon as such information can be collected or otherwise becomes available, as well as all other information

and co-operation which the Customer may reasonably request relating to the Security Breach.

- 7.9 The Supplier agrees to take action immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach and, with the Customer's prior agreement, to carry out any recovery or other action necessary to remedy the Security Breach.
- 7.10 The Supplier may not issue, publish or make available to any third party any press release or other communication concerning a Security Breach without the Customer's prior approval.
- 7.11 The Supplier shall make available to the Customer all information necessary to demonstrate compliance with this Clause 7 and allow for and contribute to audits, including physical inspections, conducted by the Customer or its representatives bound by appropriate obligations of confidentiality.
- 7.12 The Supplier shall indemnify and keep the Customer fully and effectively indemnified in respect of all losses, damages, costs, charges, expenses and liabilities (including regulatory penalties imposed on the Customer and/or any member of the Customer Group) arising out of or in connection with a breach by the Supplier of this Clause 7 subject to the limitation of liability in Clause 11.2.

8. Intellectual Property Rights

Customer Materials

- 8.1 The Intellectual Property Rights in the Customer Materials shall remain vested in the Customer or the relevant third party licensor, as the case may be and except as expressly set out in Clause 8.2 of this Agreement, the Supplier shall receive no right, title or interest in respect of the Intellectual Property Rights in the Customer Materials or any Intellectual Property Rights owned by or licensed to the Customer, any member of the Customer Group or any End User.
- 8.2 With effect from the Commencement Date, the Customer hereby grants to the Supplier a limited, revocable, royalty-free, non-exclusive, non-transferable (except to a permitted assignee under Clause 28), non-sublicensable (except to a permitted sub-contractor under Clause 28) license for the duration of the Agreement to install, use and copy the Customer Materials only to the extent required to provide the Services to the Customer in accordance with this Agreement and for no other purpose.

Services

- 8.3 The Intellectual Property Rights in the Services, Supplier documentation or any other materials (including reports, studies, data, diagrams, charts, specifications, programs and data) provided by the Supplier and used by the Supplier (but in each case excluding any Customer Materials) in carrying out the Services shall remain vested in the Supplier.
- 8.4 With effect from the Commencement Date, the Supplier hereby grants to the Customer a limited, revocable, royalty-free, non-exclusive, non-transferable (except to a permitted assignee under Clause 28), non-sublicensable (except to Customer's Group members and their contractors or service providers) license for the duration of the Agreement to access and use the Cloud Services solely to the extent necessary to access, use and receive the Services. Except as provided for in this Clause 8.4, the Customer obtains no rights under this Agreement from the Supplier or its licensors to the Cloud Services, including any related Intellectual Property Rights.

9. Indemnities

- 9.1 Subject to the limitation of liability in Clause 11.2, the Customer will indemnify the Supplier and its directors, and keep the Supplier and its directors indemnified and hold harmless the Supplier and its directors from and against all and any liability, loss, damages, costs and expenses (including reasonable legal expenses) which the Supplier or its directors may incur or suffer, in connection

with any claim or proceedings brought against the Supplier or its directors by a third party:

- (a) alleging infringement of its Intellectual Property Rights by reason of the use, possession, marketing or exploitation of any of the Customer Materials, except to the extent that the claim or proceedings arise from the Supplier's combination of the Customer Materials with the Services or unauthorised use, modification or alteration of the Customer Materials;
- (b) to the extent arising out of the Customer's or any End User's use of the Services where such use is not in accordance with this Agreement (including activities under the Customer's account and use by the Customer's employees and personnel); and
- (c) to the extent arising out of a dispute between the Customer and any End User (save to the extent that such dispute itself arises from a breach of this Agreement by the Supplier or other act or omission of the Supplier).

9.2 Subject to the limitation of liability in Clause 11.2, the Supplier shall indemnify the Customer, the members of the Customer Group and their respective directors and keep the Customer, the members of the Customer Group and their respective directors indemnified and hold harmless the Customer, the members of the Customer Group and their respective directors from and against all and any liability, loss, damages, costs and expenses (including reasonable legal expenses) which the Customer, the members of the Customer Group and/or their respective directors may incur or suffer, in connection with any claim or proceedings brought against the Customer, any members of the Customer Group and/or their respective directors by a third party:

- (a) alleging infringement of the Intellectual Property Rights of any third party arising out of or in connection with the receipt or use of the Services or any part thereof by the Customer in accordance with this Agreement (each an "IPR Claim"); and/or
- (b) arising as a result of or in connection with the Supplier's breach, non-performance or negligent acts or omissions in connection with (i) this Agreement and/or (ii) the Supplier's activities connected with this Agreement,

save for any liability, losses, damages, costs and expenses to the extent that they arise out of or in connection with any Customer Materials being unlicensed or underlicensed.

9.3 If any IPR Claim prevents or may prevent the Customer from receiving the benefit of the Services or any part thereof or if the use or receipt of the Services or any part thereof is likely to constitute an infringement, the Supplier shall, without prejudice to the Customer's other rights and remedies, either:

- (a) procure for the Customer the right to continue to use the Services; or
- (b) replace or modify the relevant part(s) of the Services so that it becomes non-infringing, provided that any replacement or modification will be carried out promptly at no cost to the Customer with minimal disruption to the use and receipt of the Services and to the Customer's satisfaction.

9.4 The Supplier shall indemnify the Customer (both for itself and any replacement supplier chosen by the Customer to take over the provision of all or part of the Services ("**Replacement Supplier**")) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Customer and/or a Replacement Supplier in connection with or as a result of:

- (a) any claim or demand by any employees employed by the Supplier wholly and/or mainly in the Services ("**Relevant Employees**") immediately before the date or dates of any transfer of the Services or part of the Services from the Supplier to the Customer or any Replacement Supplier ("**Transfer Date**") or a trade union or other body or person

representing a Relevant Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the Transfer Date;

- (b) any failure by the Supplier to comply with its obligations under regulations 13 and 14 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (**TUPE**) or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of the Customer and/or Replacement Supplier to comply with its or their duties under regulation 13 of TUPE;
- (c) a claim by any person who transfers or alleges that they have transferred to the Customer or to the Replacement Supplier.

9.5 If TUPE applies to transfer the employment of any person employed by the Supplier to the Customer or any Replacement Supplier, then if the Customer or such Replacement Supplier shall serve a notice terminating the employment of such person within six months after the date of such transfer, the Supplier shall indemnify the Customer (for itself and a Replacement Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Customer is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

9.6 The Customer shall indemnify the Supplier against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of:

- (a) any claim or demand by any employees employed by the Customer, the Incumbent Supplier or any other contractor of the Customer wholly and/or mainly in services which are the same or materially similar to the Services ("**IS Relevant Employees**") immediately before the date or dates of the commencement of the provision of the Services or part of the Services by the Supplier ("**IS Transfer Date**") or a trade union or other body or person representing an IS Relevant Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the IS Transfer Date;
- (b) any failure by the Customer and/or the Incumbent Supplier and/or any other contractor of the Customer to comply with its obligations under regulations 13 and 14 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (**TUPE**) or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of the Supplier to comply with its duties under regulation 13 of TUPE;
- (c) a claim by any person who transfers or alleges that they have transferred to the Supplier.

9.7 If TUPE applies to transfer the employment of any person employed by the Customer or the Incumbent Supplier or any other contractor of the Customer to the Supplier, then if the Supplier serves a notice terminating the employment of such person within six months after the date of such transfer, the Customer shall indemnify the Supplier in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Supplier is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

9.8 If any action or claim of the type referred to in this Clause 9 is made against a party who is indemnified by the other party in respect of it under this Clause 9, the indemnified party shall:

- (a) promptly notify the indemnifying party in writing of the action or claim;
- (b) make no admissions or settlements without the indemnifying party's prior written consent;

- (c) give the indemnifying party all information and assistance that it may reasonably require;
- (d) allow the indemnifying party control of the defence and settlement of any action or claim, subject to obtaining the indemnified party's consent to any non-financial provisions of any settlement, such consent not to be unreasonably withheld;
- (e) the indemnified party shall not be entitled to indemnification to the extent that the relevant claim or action arises from its own breach of this Agreement or its negligence or other default.

10. Disclaimers

- 10.1 Save as expressly set out in this Agreement, the Supplier and its licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Services, including that the Services will be uninterrupted, error free or free from harmful components, or that any content, including Customer Materials, will be secure or not otherwise lost or damaged. Except to the extent prohibited by Law, the Supplier and its affiliates and licensors disclaim all warranties, conditions and representations, including any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment and any warranties arising out of any course of dealing or usage of trade, other than those expressly set out in this Agreement.
- 10.2 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement.

11. Limitations of Liability

- 11.1 The Supplier shall not be liable to the Customer for:
- (a) any indirect loss;
 - (b) any loss of profit, loss of revenue, loss of anticipated savings or loss of business;
 - (c) any loss of contracts, goodwill, reputation or opportunity; or
 - (d) any loss in connection with;
 - (i) the Customer's inability to use the Services, (A) as a direct result of the Customer's material breach of this Agreement or (B) without limiting any obligations under the Service Levels, any unanticipated or unscheduled downtime of all or a portion of the Services due to reasons outside of the Supplier's control;
 - (ii) where the Supplier is entitled to terminate the Agreement under clause 13.2 or otherwise for the Customer's repudiatory breach of the contract, (A) the cost of procurement of substitute goods or services, (b) any investments, expenditures or commitments by the Customer in connection with this Agreement or the Customer's use of or access to the Services and;
 - (e) any unauthorised access to, alteration of, of the deletion, destruction, damage, loss or failure to store any of the Customer Materials as a direct result of a material breach of this Agreement by the Customer,

in each case arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).

- 11.2 Subject to clause 11.5, each party's total liability arising under or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to 100% of the amount equal to the total sums paid and payable to the Supplier under all Statements of Work for a twelve month period up to the date liability arose.

- 11.3 Clause 11.2 shall not limit either party's liability in respect of:
- (a) any undisputed Fees payable to the Supplier or any obligation to repay overpayments of Fees;
 - (b) any amounts payable by way of indemnities pursuant to Clause 9
 - (c) and no amount payable in respect of the items set out in this Clause shall count towards the caps on liability under Clause 11.2.
- 11.4 The Supplier's total liability for Service Credits is defined in Schedule 2
- 11.5 Notwithstanding any contrary provision in this Agreement, neither party limits or excludes its liability in respect of:
- (a) any death or personal injury caused by its negligence;
 - (b) any fraud;
 - (c) any other statutory or other liability which cannot be excluded or limited under applicable Laws.
- 11.6 The parties agree that each of Clauses 11.1, 11.2 and 11.3 are separate and independent terms of this Agreement.

12. Suspension

- 12.1 The Supplier, may suspend the Customer's, a Customer Group member's and/or any End User's (as applicable) right to access or use any or all of the Services immediately upon notice to the Customer if:
- (a) the Customer's, a Customer Group member's or an End User's use of the Services: (i) poses a material security risk to the Services or any third party; or
 - (b) the Customer is in material breach of this Agreement, including if the Customer fails to make payment of an undisputed invoice within 30 days of the date when payment was due under this Agreement, provided that no notice of suspension shall be given under this Clause 12 unless such payment remains outstanding 60 days after a notice is received reminding the Customer that the payment is overdue as of the date of the notice and referring to the Supplier's intention to suspend access to or use of the Services if payment is not made.
- 12.2 In the event the Supplier suspends the Services in accordance with Clause 12.1:
- (a) the Supplier shall only suspend the aspect, portion or part of the Services to which the reason for the suspension relates and will continue to allow the Customer, Customer Group members and End Users to use and access the Services to the maximum extent possible; by way of example only, if an unpaid invoice relates only to a specific part of the Services, only that part of the Services may be suspended; or
 - (b) the Supplier shall promptly reimburse to the Customer, or deduct from the Fees invoiced, a pro-rated proportion of the Fees for the month to reflect the suspended period;
 - (c) the Supplier shall not erase any Customer Material as a result of the suspension;
 - (d) the Supplier shall, as and when requested, cooperate with and provide all required assistance and information to the Customer to enable the Customer to seek to address the

cause of the suspension;

- (e) the Supplier will reinstate the right to access and use the Services as soon as practicable once the cause of the suspension is addressed.

12.3 The Supplier's right to suspend the Customer's or any End User's right to access or use the Services is in addition to its rights to terminate this Agreement in accordance with Clause 13.

13. Term and Termination

13.1 This Agreement will be deemed to have commenced on the Commencement Date and shall continue until the first anniversary of the Commencement Date and thereafter, unless terminated in accordance with the provisions of this Agreement.

13.2 The Customer may terminate this Agreement for convenience at any time on no less than 90 days' prior written notice to the Supplier, provided that such notice of termination to take effect to terminate this Agreement no earlier than the second anniversary of the Commencement Date.

13.3 The Supplier may terminate this Agreement for convenience at any time on 120 days' prior written notice to the Customer, such notice of termination to take effect to terminate this Agreement no earlier than the second anniversary of the Commencement Date.

13.4 Notwithstanding Clause 13.1, either party ("**Non-Defaulting Party**") may terminate this Agreement with immediate effect by written notice to the other party ("**Defaulting Party**") if:

- (a) the Defaulting Party commits a material breach of its obligations under this Agreement and, if the breach is capable of remedy, fails to remedy it during the period of 60 days starting on the date of receipt of notice from the Non-Defaulting Party requiring it to be remedied; for the avoidance of doubt a failure to pay a sum by the specified date shall be considered a remediable breach;
- (b) if the Defaulting Party makes or offers to make any arrangement or composition with creditors;
- (c) if any resolution or petition to wind up the business of the Defaulting Party (other than for the purpose of or solvent reconstruction or amalgamation or for transfer of any engagement or business) shall be passed or presented or if a receiver or administrative receiver of the Defaulting Party undertaking, property or assets shall be appointed or a petition presented for the appointment of an administrator;
- (d) the Defaulting Party suffers, or there occurs in relation to that Party, any event which in the reasonable opinion of the Non-Defaulting Party is analogous to any of the events mentioned in sub-clauses 13.4(b) and 13.4(c) in any part of the world.

13.5 Either party may terminate this Agreement with immediate effect by written notice to the other if the other party persistently commits breaches of its obligations under this Agreement (whether or not the same are capable of remedy) and as a consequence the provision or receipt of the whole or any part of the Services is materially adversely affected and/or the business of the terminating party is materially prejudiced or damaged.

13.6 Breach by the Supplier of Clauses, 7, 16 or 30 shall be deemed to be a material breach incapable of remedy.

13.7 Any termination of this Agreement will be without prejudice to any other rights or remedies of either party under this Agreement, or at law, and will not affect any accrued rights or liabilities of either party at the date of termination. For the avoidance of doubt, termination of this Agreement shall terminate all Statements of Work.

14. Consequences of Termination

14.1 On termination of this Agreement for any reason:

- (a) all licenses granted to the Customer and to the Supplier under this Agreement shall immediately terminate;
- (b) the Customer shall make no further use of the Services;
- (c) the Supplier shall reimburse to the Customer a pro-rated part of any Fees paid in advance in order to cover the period following the effective date of termination for which the Fees were paid.

15. Survival

15.1 The following provisions of this Agreement will survive the termination of the Agreement and continue indefinitely: Clauses 1, 7, 8, 9, 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30.

16. Confidentiality

16.1 Each of the parties shall keep confidential and (except to the extent necessary for the performance of its obligations under this Agreement or as necessary to benefit from the rights granted under this Agreement) shall not use any Confidential Information of the other party. Neither party shall disclose any of the other party's Confidential Information to any third party except to its affiliates and to its and its affiliates' employees, agents and any sub-contractors and then solely to the extent necessary for the performance of its obligations under this Agreement or as necessary to benefit from the rights granted under this Agreement.

16.2 The provisions of Clause 16.1 shall not apply to:

- (a) information that has come into the public domain other than by breach of this Clause 16 or any other duty of confidence;
- (b) information that is obtained from a third party without breach of this Clause 16 or any other duty of confidence;
- (c) information that is required to be disclosed by law, provided that if legally permitted, the disclosing party shall use reasonable endeavours to limit the disclosure in so far as possible and to inform the other party of the proposed disclosure in advance; or
- (d) information that is disclosed to professional advisors for the purpose of obtaining professional advice (subject to obtaining a satisfactory commitment from that party in respect of confidentiality).

16.3 The restrictions contained in this Clause shall continue to apply after the termination or expiry of this Agreement (however arising) without limit in time.

16.4 Each party shall be responsible for ensuring that its affiliates, and its and its affiliates' employees, agents and any sub-contractors, comply with the obligations of confidentiality and non-use set out in this Clause 16.

16.5 The Customer or any member of the Customer Group shall be entitled to disclose this Agreement and any information in its possession that relates to this Agreement or its subject matter to a third party (and its advisors) who is a purchaser or proposed purchaser of all or substantially all of the shares or relevant business of the Customer or any member of the Customer Group provided that

such third party is subject to appropriate obligations of confidentiality and use.

17. Force Majeure

- 17.1 In this Agreement, "**force majeure**" shall mean any cause preventing or delaying either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, acts of God, war or terrorist activity, riot or civil commotion. For the avoidance of doubt, strikes, lock-outs or other industrial disputes or acts, events or omissions involving the work force of the party so prevented or of its sub-contractors or suppliers shall not constitute "force majeure" for the purposes of this Agreement.
- 17.2 If either party is delayed or prevented from performing its obligations under this Agreement by a force majeure, such party shall:
- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - (b) use reasonable endeavours to avoid or mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement and continue to perform its obligations to the extent possible; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention or its circumvention by workarounds.
- 17.3 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party (the "**Claiming Party**") shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure and its estimated duration, and shall subject to service of such notice have no liability in respect of any delay in performance or any non-performance of any obligation under this Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to force majeure provided that it:
- (a) could not have avoided the effect of the force majeure by taking reasonable precautions; and
 - (b) has used and continues to use reasonable endeavours to mitigate or avoid the effect of the force majeure and to carry out its obligations under this Agreement in any other way that is reasonably practicable; and
 - (c) shall resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention or its circumvention by workarounds.
- 17.4 If either party is prevented or delayed from performance of its obligations by force majeure for a continuous period in excess of 60 days, the other party may terminate this Agreement forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 17.5 A party cannot claim relief if the force majeure event is attributable to that party's willful act, neglect or failure to comply with its obligations under this Agreement take reasonable precautions against the relevant force majeure.
- 17.6 In the event that any governmental authority, regulator or other public body (including the World Health Organisation, Public Health England or NHS England) and/or any member of the Customer

Group issues any requirements, advice, instructions, policies, codes or guidance in relation to Covid-19, or otherwise considers that any precautions should be taken in relation to Covid-19, which the Customer (acting reasonably) determines may have an impact on or require or the taking of practical steps in relation to the Services or this Agreement, the Customer shall be entitled to suspend the provision and receipt of the Services on written notice to the Supplier and the Customer shall be entitled to a reimbursement or relief from any Fees that would have been payable with respect to the Services to the extent so suspended, save that the Customer shall pay to the Supplier 25% of any fixed, pre-agreed fee that would otherwise have been payable to the Supplier with respect to the provision of the Services to the extent so suspended during any such period of suspension. “**Covid-19**” means the disease known as the ‘coronavirus disease’ or ‘Covid-19’ and/or the virus known as ‘severe acute respiratory syndrome coronavirus 2’, including any (directly or indirectly) related or ancillary diseases or viruses.

18. Severability

- 18.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 18.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 18.3 The parties agree, in the circumstances referred to in Clause 18.1 and if Clause 18.2 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

19. Notices

- 19.1 Any notice or other communication given or made under this Agreement shall be in writing and in English and signed by or on behalf of the party giving it and may be served by hand, delivering it or sending it by prepaid recorded, special delivery post, prepaid international recorded airmail or email to the address and for the attention of the relevant party set out in Clause 19.2 (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:
- (a) if hand delivered or sent by prepaid recorded or special delivery post or prepaid international recorded airmail, at the time of delivery;
 - (b) if sent by post (other than by prepaid recorded or special delivery post), two days from the date of posting;
 - (c) if sent by airmail (other than by prepaid international recorded airmail), five days from the date of posting; and
 - (d) in the case of email on the day of transmission.

Provided that if deemed receipt occurs before 9.00 a.m. on a Business Day the notice shall be deemed to have been received at 9.00 a.m. on that day, and if deemed receipt occurs after 5.00 p.m. on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day. References to any time shall be to London time.

- 19.2 The addresses and email addresses of the parties for the purposes of Clause 19.1 are:

Customer

Address: **Insert Address**

For the attention of: **Please Insert**

Email address: **Please Insert**

Supplier

Address: L3C Limited, 7 Bell Yard, London WC2A 2JR

For the attention of: The CEO

Email address office@l3c.cloud

or such other address or number as may be notified in writing from time to time by the relevant party to the other party. Any such change to the place of service shall take effect five Business Days after notice of the change is received or (if later) on the date (if any) specified in the notice as the date on which the change is to take place.

- 19.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 19.2 (or as otherwise notified by that party hereunder) and delivered either to that address or into the custody of the postal authorities as a prepaid recorded or special delivery or international recorded airmail letter, or that the notice was transmitted by email to the email address of the relevant party set out in Clause 19.2 (or as otherwise notified by that party hereunder).

20. Amendments

No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

21. Waiver

- 21.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 21.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

22. Rights Cumulative

The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

23. Third Party Rights

Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. No Partnership or Agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Non-Solicitation

Without in any way restricting the right of an employee freely to accept employment and change employment and except for general solicitations not specifically targeted at the other party's employees, if either party (the "Hiring Party") induces the other party's employee to enter its service at any time during the term of this Agreement or during a period of six months thereafter then the Hiring Party shall pay to the other party an amount being equivalent to one hundred percent (100%) of the employee's net annual salary such sum being a genuine pre-estimate of the cost of the disruption that such inducement would cause to the efficient conduct of the affected party's business.

26. Counterparts

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Agreement is not effective until each party has executed at least one counterpart and the parties have exchanged counterparts.

27. Entire Agreement

27.1 This Agreement, together with any Schedules to this Agreement and all Statements of Work, constitutes the entire Agreement and understanding of the parties and supersedes, and renders no legal effect, any previous agreement, understanding or arrangement between the parties relating to the subject matter of this Agreement.

27.2 Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement and other than fraudulent misrepresentations.

28. Assignment and Sub-Contracting

28.1 Neither party may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, except as permitted by this Clause 28.

28.2 The Customer may assign, novate, or otherwise transfer or dispose of any or all of its rights and obligations under this Agreement to any person. The Customer may delegate or subcontract the performance of its obligations to any member of its Group from time to time.

28.3 The Supplier may assign, novate or otherwise transfer or dispose of any or all of its rights and obligations under this Agreement with the prior written consent of the Customer, such consent not to be unreasonably withheld.

28.4 Either party may subcontract its obligations under this Agreement provided that if a party sub-contracts any of its obligations under this Agreement to any third party, the party sub-contracting shall remain fully responsible to the other party for the proper performance of those obligations in accordance with the provisions of this Agreement and for any act or omission of the third party in relation to this Agreement as if it were an act or omission of that party.

29. Governing Law and Jurisdiction

- 29.1 The validity, construction and performance of this Agreement including its formation, validity, and any non-contractual causes of action arising out of or in connection with this Agreement or the activities carried pursuant to this Agreement shall be governed by and construed in accordance with the law of England.
- 29.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any, claim, dispute or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement and any non-contractual causes of action arising out of or in connection with this Agreement or the activities carried pursuant to this Agreement.
- 30. Social Responsibility**
- 30.1 With regard to activities carried out under or in connection with this Agreement, the Supplier shall, and shall procure that its affiliates and contractors shall, comply with applicable laws by which it is bound that concern bribery, slavery, discrimination and/or the facilitation of financial crime and tax evasion (the “**Social Responsibility Laws**”).
- 30.2 If there are no applicable laws that bind the Supplier in relation to this Agreement, then the Supplier shall comply with relevant laws of the United Kingdom in respect of such matters which are set out in the: (i) Bribery Act 2010; (ii) Money Laundering Regulations 2017; (iii) Criminal Finances Act 2017; (iv) Modern Slavery Act 2015; and (v) Equality Act 2010.
- 30.3 The Supplier shall have and shall maintain in place throughout the term of this Agreement such policies and procedures as are reasonable and necessary to ensure its compliance with Clause 30.1 and/or 30.2.
- 30.4 The Supplier shall notify the Customer promptly if it becomes aware that it is in material breach of Clause 30.1, 30.2, or 30.3 and shall: (i) provide relevant information relating to such breach as the Customer reasonably requests; and (ii) co-operate with the Customer and any relevant public authorities in relation thereto.



This Agreement has been signed on behalf of each of the parties by a duly authorised signatory.

SIGNED for and on behalf of **Please Insert**

.....

Signature

.....

Print name

.....

Title

SIGNED for and on behalf of L3C Limited:

.....

Signature

.....

Print name

.....

Title

SCHEDULE 1 – Support Services

1. Definitions

- 1.1 For the purpose of this Schedule 1, the following terms shall have the following meanings:

"Business Days" shall mean Monday to Friday, but excluding public holidays in the United Kingdom;

"Hours of Support" means 09.00 to 17.00 GMT during Business Days;

"Incident" means a problem or technical fault or error affecting functionality, usability or availability with the Cloud Services in any way;

"Response Time" shall have the meaning set out in paragraph 4.3;

"Resolution Time" shall have the meaning set out in paragraph 4.4;

"Support Request" means a request made by the Customer in accordance with this schedule for support in relation to an Incident;

2. Support Service Availability

- 2.1 The Supplier shall ensure that the following helpdesk services are available to the Customer during the Hours of Support:
- (a) manned telephone support; and
 - (b) monitored e-mail.
- 2.2 The Technical Representative and Authorised Help Desk Users shall be authorised to contact the Supplier for technical support services. The Supplier shall provide technical support services only to the specified Technical Representative and Authorised Help Desk Users.

3. Incident Resolution

- 3.1 Where a Support Request is made to the Supplier by telephone or email by the Technical Representative or Authorised Help Desk Users in the English language, the Supplier shall classify it as either a Priority 1, Priority 2 or Priority 3 Incident as follows;

Incident	Definition
Priority 1	the environment or a significant portion of the environment is down severely impacting the ability of the Customer to utilise the environment.
Priority 2	the environment is partially down, impacting the ability of the Customer to utilise the environment.
Priority 3	a low impact problem for which there is a readily available workaround.

4. Response Times and Resolution Times

- 4.1 The Supplier shall use its reasonable endeavours to respond to each Support Request in accordance with the Target Response Times set out below (or, in relation to Support Services for Cloud Services specified in a Statement of Work, in accordance with any other Response Times specified in such Statement of Work)..
- 4.2 The Supplier shall use its reasonable endeavours to resolve each Incident in accordance with the Target Resolution Times set out below (or, in relation to Support Services for Hosting Services specified in a Statement of Work, in accordance with any other Resolution Times specified in such Statement of Work).

Incident	Target Response Time	Target Resolution Time
Priority 1 Incident	Acknowledgment of receipt of Support Request within 30 minutes.	2 hours
Priority 2 Incident	Acknowledgment of receipt of Support Request within 120 minutes.	8 hours
Priority 3 Incident	Acknowledgment of receipt of Support Request within 8 hours.	48 hours

- 4.3 The Response Time for each Support Request shall be measured from the time at which the Supplier is notified of the Support Request in question during the Hours of Support and shall finish when the Support Request is acknowledged by the Supplier.
- 4.4 The Resolution Time for each Incident shall be measured from the time at which the Supplier is notified of the Incident in question during the Hours of Support and shall finish when the Incident has been resolved to the Customer's reasonable satisfaction.
- 4.5 Resolution is any one of the following:
- (a) a correction to the Incident which achieves full restoration of the service; or
 - (b) an acceptable workaround as agreed with the Customer (such agreement not to be unreasonably withheld).
- 4.6 Remote assistance will be provided, where appropriate, in-line with the above timescales.
- 4.7 The Resolution Times and Response Times shall exclude:
- (a) any period during which the Supplier awaits a response from the Customer;
 - (b) any period outside of the Hours of Support;

- (c) any period of unavailability of the Cloud Services Infrastructure.

5. Exclusions

5.1 The Supplier shall not be obliged to meet its obligations in this SLA where:

- (a) an assumption has not been met (as set out in paragraph 6);
- (b) the failure to meet the Service Level is due to a breach of the Agreement by the Customer;
- (c) the Customer has not provided the reasonable availability of the Customer Technical Representative or Authorised Help Desk Users (as applicable) when the Supplier is seeking to resolve an Incident.

6. Assumptions

6.1 In providing the Service Levels, the Supplier makes the following assumptions:

- (a) it is not responsible for any temporary or permanent outage or downtime of the Service due to a change, fix, bug, error or issue in the Customer Materials which is not itself due to an Incident or breach of this Agreement by the Supplier;
- (b) it is not responsible for any issues to the extent resulting from a failure of the Cloud Services Infrastructure.

SCHEDULE 2 – Service Level Arrangements

1. Support Services

Service Credits for Incident Resolution

- 1.1 The Supplier shall calculate the number of priority 1, 2 and 3 incidents over the previous 1 month and provide the average Resolution Time for each incident type.
- 1.2 Should the average Resolution Time for any incident type for any environment be in excess of the Service Level (Schedule 1, paragraph 4), and for these purposes, the Service Level shall not be considered to have been met if the Resolution Time is exceeded, regardless of whether the Supplier has used reasonable endeavours to do so then the Supplier shall credit the Customer by:
 - (a) 10% of the monthly fee for that environment for a failure to meet the Service Level for Priority 1 incidents;
 - (b) 5% of the monthly fee for that environment for a failure to meet the Service Level for Priority 2 and Priority 3 incidents;

Such credit will be applied to the next monthly invoice(s).

2. Service Credit Cap

The maximum amount of Service Credits to be offset against invoices issued under this Agreement with respect to the provision of the Services in any twelve month period starting on the Commencement Date or any anniversary thereof (each such twelve month period being a "Contract Year") is limited to 30% of the sums paid or payable with respect to the provision of the Services during that Contract Year.

If the Service Credit Cap is reached then the Customer (without prejudice to the its other rights and remedies under this Schedule and Agreement, escalate to the parties' respective relationship managers and invite the Supplier to submit, within 10 Business Days, a Remedial Plan to remedy the persistent poor performance. The Customer will at its sole option decide whether to accept the Remedial Plan or to exercise any rights it may have to terminate the Agreement or any Statement of Work.

3. Supplier Service Level Exclusions

- 3.1 The Uptime Service Levels as set out in this Schedule 2 do not apply to any unavailability, suspension or termination of Cloud Services, or any other Cloud Service performance issues to the extent that they:
 - (a) result from a suspension described in Clause 13 of the Agreement;
 - (b) are caused by factors outside the Supplier's reasonable control, including any force majeure event within the meaning of Clause 18, or any Internet access, outages, disruptions or related problems;
 - (c) result from any breach of the Agreement by Customer;
 - (d) result from failure of the Cloud Services Infrastructure or maintenance of the Cloud Service Infrastructure.

collectively, the "**SLA Exclusions**".