

Terms and Conditions for the Provision of Goods and Services - Setting the Scene with our Partners

We ask that you take the time to read this one page overview message from Computacenter before reviewing our terms and conditions for the provision of goods and services (**PGS**).

Contracting Models – how the PGS is utilised

Computacenter has designed our PGS terms based on the market standard contract positions present in our customer-facing contract base. That is to say, what we require of you is largely what is required of us by our end user customer(s). Conceptually, the PGS are “head terms” that we pre-agree with you in advance of any specific customer requirement. These head terms then form the basis of any contract that we enter into with you for a customer-specific deal. Agreed terms in advance reduces the amount of time required to reach a customer-specific contract.

When it comes to ordering and/or contracting a specific-customer requirement Computacenter will utilise i) a simple Purchase Order in the case of hardware and/or software, ii) a Statement of Work for a single customer requirement for consultancy or subcontracted Services, or iii) a Service Description Exhibit for a single service line of yours that we buy ourselves or sell to multiple customers. The PGS governs in each case, although certain terms may not apply and additional terms will apply when we are contracting only for hardware or software, as specified in clause 1.7

In general, Service Description Exhibits and Statements of Work contain operational and commercial specifics such as charges, service levels, specifications and process detail in relation to the particular service delivery responsibilities of each party. Once a Statement of Work and/or Service Description Exhibit is agreed, Computacenter issues Purchase Orders to source the specific goods, deliverables and/or services detailed in the applicable Statement of Work and/or Service Description Exhibit. You will invoice us against our Purchase Order(s).

Flow Downs from our Prime Contracts for managed services

Computacenter will have signed a Service Agreement or equivalent contract to govern our service management and delivery to our managed service customers. In contracts with you, our Computacenter Service Agreement will be referred to as the “Prime Contract.” While the PGS contains market-standard positions, at times our managed service customers will i) require terms and conditions from Computacenter that vary from our standard and ii) specifically require that certain of their terms and conditions are flowed down to any subcontractor aligned to our overall service delivery. These flow downs will be contracted with our subcontractors as Special Terms and will take precedence over all other contractual positions.

Contracts for Hardware and/or Software Procurement

Where a Contract is entered into for the provision of hardware or software on a reseller basis only we acknowledge that certain terms of the PGS are not applicable. In such circumstances the PGS will continue to govern however the provisions as specified in clause 1.7 will not apply unless otherwise agreed by both parties. It is envisaged that any licence agreement will be entered into by the end user customer and supplier directly.

Data Protection

You will fall into one of three categories depending on the activities that you undertake. These categories, together with our related requirements of you are as set out below.

- (i) You are a controller of personal data in relation to the products or services Computacenter purchases from you. In this case, you will comply with all legal obligations (including GDPR) that apply to you as a controller of personal data.
- (ii) You process personal data on behalf of Computacenter or which is provided to you by Computacenter, i.e., we are either the controller or a processor of such personal data and you are therefore either a processor or a sub-processor. In this case, you will comply with the data protection terms and conditions set out in this Agreement which we believe are pragmatic and satisfy both parties' statutory obligations.
- (iii) You process personal data directly on behalf of or directly supplied to you by a Computacenter customer where such personal data does not flow through Computacenter, i.e., the customer is the controller or the processor and you are the processor or the sub-processor. In this case, you will put in place a direct agreement with the customer which covers such data processing in a manner which complies with your legal obligations (including GDPR).

TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

Agreement Number PGSMFR00xxxx

Buyer COMPUTACENTER France SAS, company registration number: 388 734 568 (RCS Pontoise), whose registered office is at: 229, Rue de la Belle Etoile, ZI Paris Nord II, BP 52387, 95943 Roissy CDG Cedex, France, (**the Buyer**)

Supplier

Company name: xxxx

Company registration number: xxxx

Registered address: xxxx
(the **Supplier**)

Effective Date xxxx

BETWEEN the Buyer and the Supplier (each a **Party** and together the **Parties**).

WHEREAS

(iv) the Buyer may wish the Supplier to provide certain Goods, Deliverables and/or Services to the Buyer, the Buyer's Affiliates and/or its or their Customers, and

(v) this Agreement sets out the terms and conditions governing the provision of such Goods, Deliverables and/or Services from time to time by the Supplier or where permitted, a Supplier Affiliate, pursuant to a Contract.

The Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement:

Affected Services means Services affected by a Step In Event;

Affiliate means, with respect to a Party to this Agreement, any company from time to time directly or indirectly

- (i) Controlling,
- (ii) Controlled by, or
- (iii) under common Control with, that Party;

Affiliate Participation Exhibit means an Exhibit in an agreed format which permits the Supplier and/or Supplier Affiliate(s) to provide Goods, Deliverables and/or Services to the Buyer and/or Buyer Affiliate(s) pursuant to the terms of this Agreement;

Agreement means this Agreement and the Exhibits to it;

Anti-Corruption Legislation means the Loi Sapin II or any applicable legislation or common law anywhere in the world creating offences in respect of bribery or fraudulent or corrupt acts;

Applicable Law means all laws, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy, guideline, concession or case law of the relevant jurisdiction which has the force of law and is relevant to the Services, the Goods and/or the Deliverables;

Associated Person means, in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including employees, agents, subsidiaries, representatives and subcontractors;

Authorised Person means one of the following Buyer representatives:

- (i) Head of Supplier Contracting;
- (ii) Data Protection Officer; or
- (iii) Legal Adviser;

Benchmarker means an independent third party appointed by the Buyer and/or a Customer to carry out a Benchmarking Review;

Benchmarking Review means a formal review through the use of an independent and suitably qualified Benchmarker which compares the Goods and the Services and the Charges pursuant to a Contract with the Comparable Products and Services;

Business Continuity Event means a disaster or other triggering event;

Business Continuity Plan means a plan designed to ensure that the Supplier can continue to provide goods and/or services to its customers generally following the occurrence of a Business Continuity Event;

Business Day means, except where otherwise set out in a Contract, Monday to Friday (inclusive), excluding local public and bank holidays;

Change means any amendment to the provisions of this Agreement and/or a Contract, including to the requirements for Goods, Deliverables and/or Services;

Change Control Procedure means the procedure applicable to a Change as set out in Clause 8 (Agreement and Contract Change Control);

Charges means the sums to be paid to the Supplier by the Buyer for the purchase of the Goods, Deliverables and/or the performance of the Services, as specified in the applicable Contract;

Comparable Products and Services means products and services which are available in the market and which are comparable to the Goods and Services which are the subject of a Benchmarking Review;

Confidential Information means any information which relates to the business, affairs, products, developments, trade secrets, personnel, customers (including in the case of the Buyer any Customer) and/or suppliers of each Party or its Affiliates (including the existence of this Agreement and each Contract, the negotiations relating to this Agreement and each Contract, the terms and conditions contained therein, and any information relating to the Goods, Deliverables and Services) and in each case which is marked as or may reasonably be regarded as confidential information;

Contract means an individual contract for the provision of Goods, Deliverables and/or Services pursuant to this Agreement which shall incorporate the terms of this Agreement and, as applicable, the applicable Exhibits, the SOW and/or the Order and any identified Special Terms;

Contract Change Note means a schedule in the format set out in Appendix D, of all amendments which would need to be made to the performance of this Agreement and/or the applicable Contract and, if applicable, the amendments to the Charges, required in order to implement a Change;

Contract Year means a period of 12 months commencing on the Effective Date and subsequent consecutive periods of 12 months commencing on each anniversary of the Effective Date;

Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract, or otherwise;

Customer means a customer of the Buyer or a Buyer Affiliate;

Customer Equipment means any and all plant, machinery, hardware, software, voice and telecommunication systems, network infrastructure or information systems, or other equipment or component owned by, leased to or otherwise under the control of the Buyer, a Buyer Affiliate or the Customer and which is the subject of the Services;

Data Protection Laws has the meaning given in Appendix A;

Deliverable means any deliverable to be supplied to the Buyer and/or a Buyer Affiliate by the Supplier in accordance with or resulting from the performance of the Services, including software, configurations and any other reports, specifications, service delivery documentation, models, prototypes, pilots, drawings and any other information and/or materials developed, written or prepared by or on behalf of the Supplier on whatever media (whether individually, collectively or jointly with the Buyer) under or in connection with this Agreement and any Contract;

Effective Date means

(i) in respect of this Agreement, the date that this Agreement becomes binding on the Parties, as specified above; and

(ii) in respect of each Contract, means the date that the Parties are bound to perform their respective obligations under that Contract, which unless otherwise specified

a) in the Contract or Statement of Work, is the date of final signature on the relevant document; or

b) in the Purchase Order, is the date the Buyer sends the Purchase Order to the Supplier;

Employee Transfer Regulations means:

(i) all relevant regulations implementing the provision of EC Council Directive 2001/23:

a) where and to the extent Services are to be provided in France, articles L1224-1 and following of the Labour Code; and

b) where and to the extent Services are to be provided in another Territory, in such Territory; and

(ii) equivalent legislation in a Territory in which the Services are being provided;

Equipment means Customer Equipment and Supplier Equipment;

Exhibits means the appendices to this Agreement including the schedules, exhibits, annexes and their attachments;

Exit Period means the period starting either

(i) 12 months prior to the date of expiry of this Agreement or the relevant Contract; or

(ii) if sooner, on the date of any termination notice served under Clause 20 (Termination), and ending on either

(iii) the date of termination or;

(iv) if later, the date upon which Supplier ceases to provide the Services;

Force Majeure Event means

(i) fire, flood, earthquake, element of nature or act of God;

(ii) war, explosion, acts or threatened acts of terrorism, riot, civil disorder, rebellion or revolution;

(iii) actions of government that prevent a Party from performing its obligations, or transport or communication services or energy supply within a country becoming generally unavailable for reasons outside a Party's control, but in each case only if and to the extent that the non-performing Party is without fault in causing the breach or delay, and the breach or delay could not have been prevented without unreasonable expense, by reasonable precautions and measures, and cannot reasonably be circumvented by the non-performing Party at its expense through the use of alternate sources, work around plans or other means. A strike or other employment dispute of either Party's personnel that affects only such Party's employees shall not be deemed a Force Majeure Event for that Party.

For the avoidance of doubt, the application of article 1218 of the Civil Code is excluded.

Good Industry Practice means the level of diligence, prudence and foresight reasonably expected of an entity holding itself out as an expert in the provision of the Services and similar services and/or undertakings;

Goods means Hardware, Software and/or OEM Services or any other items that the Supplier supplies to the Buyer and/or its Affiliates as detailed in a Contract;

Hardware means computer hardware products supplied by the Supplier to the Buyer and/or its Affiliates pursuant to a Contract (normally an Order);

In-Scope Personal Data has the meaning given in Appendix A;

Intellectual Property Rights or **IPR** means patents, registered designs, trademarks and service marks (whether registered or not), copyright, database right, design right and moral right, in any jurisdiction, and other property rights in other jurisdictions that grant similar rights, including those subsisting in inventions, drawings, performances, software, databases, business names, goodwill and in applications for the protection thereof, but excluding trade secrets;

Key Personnel mean those Supplier Personnel identified as such in a Contract;

Material Subcontractor means that the Buyer is a material subcontractor of the Buyer or a Buyer Affiliate pursuant to a Prime Contract;

Member State means a country that is a member of the European Union or the European Economic Area;

OEM means the original manufacturer of the Goods;

OEM Services means standard or packaged services that are delivered directly to an end-user or a Customer by an OEM or Software Licensor or otherwise directly by the Supplier;

Order or **Purchase Order** means the purchase order placed by the Buyer in respect of Goods, Deliverables and/or Services;

Prime Contract means an agreement that the Buyer or a Buyer Affiliate may from time to time enter into with a Customer to provide Goods, Deliverables and/or Services to that Customer and that Customer's Affiliates;

Regulator means any governmental, quasi-governmental, regulatory, or self-regulatory authority having jurisdiction over the Buyer, a Customer or any of its or their Affiliates;

Replacement Supplier means either a Customer or any third party provider who provides services materially similar to the Services following the expiration or termination of a Prime Contract and/or a Contract;

Service Commencement Date means the date on which the Services commence and are chargeable by the Supplier to the Buyer, pursuant to and as set out in a Contract;

Service Credits means a reduction in the Charges payable by the Buyer as a result of a failure by the Supplier to meet agreed Service Levels, as further set out in a Contract;

Service Levels means the criteria stated in the Exhibits or the Contract of measurable levels of service for specific aspects of the Services to be provided, against which the Supplier's performance can be measured;

Service Remediation Plan means a plan, in the event of Step In, provided by the Supplier to the Buyer that sets out all of the steps and timescales required in order for the Supplier to

- (i) rectify the breach or failure in question,
- (ii) restore the Affected Services, and
- (iii) mitigate the impact upon the Customer and/or the Buyer of the Step In Event;

Services means those services to be supplied by the Supplier to the Buyer, the Buyer's Affiliates and/or Customers, as set out in the relevant Contract and/or applicable Exhibits;

Site(s) means the location(s) at which the Services are to be provided under a Contract as detailed in the relevant Contract;

Software means computer software products supplied by Supplier pursuant to or in connection with a Contract;

Software Licence means the then current terms and conditions of the Software Licensors governing the rights to use the Software and accompanying the Software when shipped or otherwise made available directly to the Customer or, where the Buyer or a Buyer Affiliate is the end user of the Software, directly to the Buyer or relevant Buyer Affiliate;

Software Licensor means the direct or indirect licensor of Software;

Special Terms means any terms identified as such in a Contract which are specifically expressed as intended to take precedence over the terms of this Agreement;

Specification means (i) the OEM's published specification of the Goods or (ii) the specification of Deliverables and/or Services to be supplied as set out in the relevant Contract or applicable Exhibits;

Statement of Work or **SOW** means a document that describes the Goods, Deliverables and/or Services to be supplied pursuant to a Contract in the format set out in Appendix C;

Step In means an instance where the Buyer, as a result of a Step In Event, either itself or through the appointment of a Step In Agent, performs or works with Supplier Personnel in performing and/or overseeing the provision of the Affected Services;

Step In Agent means a third party appointed by the Buyer perform or assist with Step In;

Step In Event means a Type A Step In Event or a Type B Step In Event;

Supplier Equipment means any and all plant, machinery, hardware, software, voice and telecommunication systems, network infrastructure or information systems, or

other equipment or component used by the Supplier to perform the Services;

Supplier Personnel means the Supplier's and its Affiliates' and subcontractors' employees, contract staff and independent contractors that fulfil the Supplier's obligations in connection with this Agreement;

Term means (i) in relation to this Agreement, the period from its Effective Date until the date it is terminated in accordance with Clause 2.1, unless terminated earlier in accordance with the terms of this Agreement; and (ii) in respect of a Contract, the period from its Effective Date until its end date as set out in that Contract, unless terminated earlier in accordance with the terms of this Agreement and/or that Contract;

Territory means the territory in which Goods and/or Deliverables are to be supplied and Services are to be provided pursuant to a Contract;

Type A Step in Event means the Supplier has committed or the Buyer reasonably believes it is likely the Supplier will commit a breach of this Agreement or a Contract (i) entitling the Buyer to terminate it at law or pursuant to Clause 20 (Termination), including, where applicable, a partial termination; or (ii) that materially prevents or delays the performance of any material element of the Services;

Type B Step in Event means (i) a regulator or government authority has ordered or advised a Customer who has notified the Buyer to exercise its (or procure the exercise of such) rights under Clause 14 (Step In Rights and Remediation); (ii) there is a Force Majeure Event; or (iii) the Buyer is required to Step In by Applicable Law;

VAT means value added tax and/or any similar sales tax chargeable under Applicable Law; and

Withholding Tax means any amount which the Buyer or a Buyer Affiliate is required by Applicable Law to withhold or deduct for or on account of tax from any payment due to the Supplier under or in connection with this Agreement.

Interpretation

1.2 In the interpretation of this Agreement and each Contract, unless the context otherwise requires:

1.2.1 the headings are for convenience only and shall not affect the interpretation of this Agreement or the Contract;

1.2.2 references to:

(i) Clauses and Exhibits are to the clauses of and Exhibits to this Agreement;

(ii) Paragraphs are references to paragraphs within an Exhibit;

(iii) the singular includes the plural and vice versa;

(iv) any gender includes all other genders;

(v) persons includes bodies corporate, unincorporated associations, business divisions and partnerships;

(vi) **including** or **includes** means including, without limitation;

(vii) any Applicable Law includes any amendments, re-enactments or replacements, unless otherwise stated;

(viii) a document or agreement, or a provision of a document or agreement, are to that document, agreement or provision as amended, supplemented, replaced or novated from time to time; and

(ix) a month mean a calendar month and to a year mean a calendar year.

1.3 This Agreement shall govern the provision of the Goods, Deliverables and Services by the Supplier pursuant to a Contract and is entered into by the Buyer for itself and for the benefit of its Affiliates listed in the Affiliate Participation Exhibit.

1.4 This Agreement is entered into by the Supplier for itself and, where and to the extent that a Supplier Affiliate is listed in the Affiliate Participation Exhibit and is the signatory party to a Contract, for the benefit of such Supplier Affiliate. Where a Supplier Affiliate enters into such a Contract, all references to the Supplier in that Contract shall be deemed to be references to both the Supplier and to that Supplier Affiliate, and the Supplier shall be jointly and severally liable for the acts and omissions of that Supplier Affiliate in relation to that Contract. Where required by the Contract, the Supplier and its Affiliates shall send invoices to the Customer or the Buyer Affiliates in the currency stipulated in the Contract. For the avoidance of doubt, nothing in this Clause 1.4 shall entitle the Buyer to multiple recovery in respect of the same loss.

Order of Precedence

1.5 In the event of a conflict between any of the following provisions, the order of precedence shall be as follows:

1.5.1 the Special Terms;

1.5.2 the Clauses of this Agreement;

1.5.3 the Exhibits;

1.5.4 the SOW (excluding any Special Terms); and

1.5.5 the Order (excluding any Special Terms).

1.6 Where a conflict occurs between the provisions contained in two or more of the above classes of provisions, the provision lower in the order of precedence shall where possible be read in such a way as to resolve such conflict. An omission, whether deliberate or inadvertent, is not by itself to be construed as giving rise to a conflict.

Contracts for Hardware and/or Software Procurement

1.7 Notwithstanding any provision to the contrary herein, where a Contract is solely for the procurement of Hardware and/or Software, and such Hardware and/or Software is to be supplied only in the standard, non-bespoke format made available by the Supplier to its customers generally:

1.7.1 Clauses 5.2.3 and 5.2.5 (Warranties, Representations and Undertakings), 11 (Benchmarking), 12.3 to 12.5 (IPR), 14.2.2 to 14.4 and 14.6 to 14.14 (Step-In Rights and Remediation), 17.3, 17.4, 17.6, 17.8, 17.9 (Supplier Personnel), 19 (Non-Compete) and 20.14 to 20.16 (Termination), shall each apply to such Contract only if such clause is specified to apply in the Contract

1.7.2 the Software Licences and the Supplier's, OEM's and Software Licensor's then standard warranties, representations and undertakings shall apply to such Hardware and/or Software and shall be effective directly between the Supplier, OEM and Software Licensor (as applicable) and each end user thereof; and

1.7.3 the Supplier shall, in respect of all such Hardware and/or Software resold or to be resold by the Buyer or a Buyer Affiliate, fully defend, indemnify and hold harmless the Buyer and its Affiliates and their respective employees, officers, directors and shareholders or third parties, in respect of any claim, costs, expenses (including attorney's fees) demand, liability, cause of action or damages (including costs) to which the Buyer and its Affiliates may become or becomes liable or which are claimed arising from or in connection with Clause 1.7.2.

2 TERM OF THIS AGREEMENT

2.1 This Agreement is effective from the Effective Date and shall continue in force for three years or such longer period as any Contract remains in force, subject to earlier termination by either Party in accordance with Clause 20 (Termination).

2.2 Subject to the remaining provisions of this Agreement, the Term of each Contract shall be set out in that Contract

2.3 In addition to any extension right set out in any applicable Contract, the Buyer shall be entitled on not less than one month's prior written notice to extend the Term of any Contract as long as the total of all extensions in the aggregate do not exceed twenty four (24) months, or if shorter, the maximum time period permitted by Applicable Law.

3 CONTRACTS

3.1 In consideration of the Charges, from the Effective Date and for the Term of each Contract, the Supplier shall provide (i) the Goods, Deliverables and/or Services described within the applicable Contract or Order, as they may be supplemented, enhanced, modified or replaced in accordance with the terms of this Agreement and/or the Contract, and (ii) any services, functions and responsibilities which are not specified in this Agreement and/or the Contract that are reasonably and necessarily required for the proper performance and provision of the Goods, Deliverables and/or Services.

3.2 The Supplier shall not unreasonably withhold its agreement to a Contract that is consistent with the requirements of this Agreement.

3.3 A Contract shall not come into force, be legally binding or have any effect unless:

3.3.1 either:

(i) the Contract has been signed by the authorised representatives of both Parties to it; or

(ii) in the case of Orders placed without an additional Contract, the Order has been received by Supplier; and

3.3.2 as at the date the Contract is signed or the Order is received, this Agreement has not expired or terminated, and a valid notice of termination has not been served.

3.4 Neither Party shall be under any obligation with regard to performing, receiving or paying for any Goods, Deliverables and/or Services unless and until a Contract has been executed in respect thereof, or, in respect of Goods only, an Order has been received by the Supplier in respect of the same.

4 NO EXCLUSIVITY

4.1 The Supplier is not granted exclusive supplier status by this Agreement or any Contract or Order.

4.2 As between the Buyer and the Supplier, the Buyer and/or a Customer may at any time perform itself or themselves, or obtain from a third party supplier, goods, deliverables and/or services of the same or similar nature as the Goods, Deliverables and/or Services.

4.3 The Buyer is not obliged and makes no assurances to purchase any minimum level of Goods, Deliverables and/or Services from the Supplier at any time.

5 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

5.1 Each Party warrants and represents to the other that:

5.1.1 it and each of its Affiliates is validly incorporated and duly registered under Applicable Law, and has power to conduct its business as conducted at the Effective Date;

5.1.2 it has all the requisite power and authority to enter into this Agreement and each Contract and that the persons entering into this Agreement and each Contract on its behalf are authorised to do so;

5.1.3 it has all the necessary permits and consents it requires in order to fulfil all of its other obligations under this Agreement and each Contract;

5.1.4 its execution of this Agreement and each Contract does not violate any Applicable Law that is binding on the Party and does not and will not constitute a default under or breach of any of the Party's existing or future obligations; and

5.1.5 it is not a party to any litigation proceeding, government allegations or dispute which could have a material adverse effect upon its ability to perform its obligations under this Agreement or any Contract.

5.2 The Supplier represents, warrants and undertakes that:

5.2.1 Goods, Services and Deliverables shall comply with the provisions and requirements applicable to the design, manufacture, supply and use hereunder (whether expressly or by implication) of any statute, statutory instrument, statutory rule, order, directive or regulation, code of practice and Good Industry Practice;

5.2.2 Goods, Services and Deliverables shall operate in accordance with any Specification and/or any descriptions applied to it by the Supplier, an OEM or a Software Licensor (as applicable);

5.2.3 the Supplier's, an OEM's or a Software Licensor's product warranty(ies) shall not replace the warranties set out in this Clause 5 (Warranties, Representations and Undertakings) and shall not constitute a waiver of any legal or statutory requirement;

5.2.4 all Services will be performed by a sufficient number of appropriately experienced, qualified and trained professional service personnel with all due care and skill and in accordance with Good Industry Practice and all applicable Service Levels;

5.2.5 any software (including Software) shall be provided with appropriate and valid licences and any open source software used in the Deliverables shall be clearly identified as such in advance;

5.2.6 in relation to each Contract and this Agreement, it shall comply with (i) Applicable Law; and (ii) such policies, processes and procedures (including those relating to security, anti-bribery and anti-corruption, data protection, data privacy and health and safety) as may be notified to it in writing by the Buyer or a Customer from time to time, including Computacenter's Supplier Code of Conduct and the Modern Slavery Act 2015 and/or where applicable, equivalent provisions of local law and the United Nations Global Compact; and

5.2.7 it has and at all relevant times shall have the rights that it is required to assign or otherwise grant in accordance with Clause 12 (Intellectual Property Rights (IPR)).

5.3 If at any time the Supplier becomes aware or suspects that it is or will be in breach of any of the provisions of this Clause 5 (Warranties, Representations and Undertakings), it shall promptly notify the Buyer and shall use reasonable endeavours to remedy the breach and to prevent any future occurrence for the remainder of the Term.

5.4 If the Supplier becomes aware that the provision of the Goods, Deliverables, Services or any other activity under the Agreement or any Contract is being or will in its reasonable estimation be delayed or interrupted (for whatever reason), such that it will not meet any material obligations under this Agreement or any Contract, then the Supplier will promptly notify the Buyer of the relevant circumstances. This notice shall:

5.4.1 provide details of the delay or interruption and expected duration;

5.4.2 identify the cause or causes of the delay or interruption;

5.4.3 state whether, and to what extent, the delay or interruption is, or is expected to be, caused by a Force Majeure Event; and

5.4.4 identify clearly which Goods, Deliverables, Services, Service Level requirements, and/or other Agreement or Contract obligations are to be affected and, in the reasonable opinion of the Supplier, the extent to which they are to be affected.

5.5 The Supplier will as soon as reasonably practical, make any modifications to the Services that are reasonably necessary as a result of any changes in Applicable Law, provided that any change which impacts any of the Services shall be agreed and documented in accordance with Clause 8 (Agreement and Contract Change Control). If a change in Applicable Law increases the cost to the Supplier of performing the Services then:

5.5.1 where such change in Applicable Law relates solely to the Buyer, a Buyer Affiliate and/or a Customer, the cost of the change shall be borne by the Buyer and the Charges shall be adjusted to reflect such increased cost to the Supplier; and

5.5.2 in all other circumstances, such increased cost shall be borne by the Supplier.

5.6 The Buyer shall use reasonable endeavours to inform Customers that their use of the Software will be subject to the Software Licence.

5.7 The Supplier acknowledges that the Buyer and its Affiliates are resellers and where they are reselling the Goods, Deliverables and/or the Services hereby consents to them assigning warranties and/or indemnities pertaining to the Goods, Deliverables and Services.

5.8 Where the Supplier is a reseller or distributor, the Supplier warrants and represents that it is authorised including by the OEM to resell or distribute the Goods, Deliverables and/or Services to the Buyer and its Affiliates including in the case of distributors, for resale to Customers.

Conflicts of Interest

5.9 Supplier warrants and represents that, as at the date of this Agreement, it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest between the Supplier (or any of its Affiliates) and (i) the Supplier's obligations to provide the Goods, Deliverables and/or Services, and (ii) the Buyer or any of its Affiliates, except to the extent that the Supplier has notified the Buyer and the Buyer has provided its written approval.

5.10 The Supplier will have an ongoing obligation to check for any such conflict of interest at regular intervals (of no longer than six (6) months) throughout the Term. If the Supplier becomes aware of any actual or suspected conflict of interest, it shall immediately notify the Buyer and shall cooperate fully with the Buyer to manage such conflict to the Buyer's reasonable satisfaction, at no additional charge to the Buyer.

6 DELIVERY

6.1 Delivery dates shall be an essential obligation of this Agreement and each Contract, and shall be complied with at all times by the Supplier once they have been agreed between the Parties.

6.2 The Supplier shall ensure all Goods and Deliverables shall be delivered and Services performed in accordance with the description, specifications, (including the Specification), quantity and all agreed Service Levels as stated in the Exhibits and/or Contract.

6.3 All deliveries shall be made DDP (INCOTERMS® 2020) to the delivery address specified in the order, unless otherwise agreed by the parties in writing in advance and specified in the order.

6.4 The risk in Hardware, any physical Deliverables and the media upon which any Software is provided shall pass on delivery to the location specified in the Contract.

6.5 In the event that the Supplier fails to fulfil any obligation by the date specified in the Contract for such fulfilment, the Supplier shall, at the request of the Buyer and without prejudice to the Buyer's other rights and remedies, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter at no additional charge to the Buyer.

7 TITLE

7.1 Title to Hardware, the media upon which any Software is provided and Deliverables shall pass on payment by the Buyer save for Software where title shall not in any event pass to the Customer or the Buyer or its Affiliates and all rights in respect of the same shall be governed by the Software Licence. Where the Buyer or a Buyer Affiliate is the end user of Software, such Software Licence shall be provided by the Supplier for approval by the Buyer prior to the Supplier's acceptance of the applicable Order.

7.2 Where the Buyer or a Buyer Affiliate is reselling the Goods, Deliverables and/or Services to a Customer, the Supplier hereby authorises Buyer or Buyer Affiliate to resell the Goods, Deliverables and/or Services prior to payment.

8 AGREEMENT AND CONTRACT CHANGE CONTROL

8.1 Either Party may at any time, request a Change to this Agreement or any Contract.

8.2 Upon such Change being requested by either Party, the Supplier shall provide the Buyer with a Contract Change Note to implement such Change Request.

8.3 Subject to Clause 8.7, if the Parties agree to implement the proposed Change, including any adjustment to the Charges to be made in respect thereof, the Supplier shall proceed therewith, as agreed.

8.4 If an adjustment is to be made to the Charges pursuant to Clause 8.3, the Supplier shall submit to the Buyer a statement of adjustment, supported by evidence as appropriate, and including a detailed breakdown of the factors that have changed causing Supplier to request the adjustment. Such statement shall be calculated in accordance with the Supplier's regular accounting procedures and shall, if required by the Buyer, be verified by the Supplier's independent auditors.

8.5 If the Parties fail to reach agreement on the adjustment to the Charges, the adjustment shall be determined in accordance with Clause 23 (Dispute Resolution). Nothing in this Clause 8 (Change Control) shall relieve the Supplier of its obligation to proceed promptly with the implementation of the directed change pursuant to Clause 23 (Dispute Resolution) or with the provision to the Buyer of any Goods, Deliverables and/or Services under this Agreement or the applicable Contract, as the same may be changed hereunder.

8.6 The Supplier agrees that it shall not unreasonably withhold its agreement to a Change.

8.7 Unless the Parties agree otherwise in writing, no Change shall be implemented unless and until such time as a corresponding Contract Change Note has been signed by an authorised signatory of each Party.

9 GOVERNANCE

9.1 Throughout the Term, the Parties will monitor and discuss the provision of the Goods and/or Deliverables and/or Services to assess:

- 9.1.1 performance, quality and effectiveness; and
- 9.1.2 compliance by the Parties with the terms of this Agreement and the applicable Contract.

9.2 The Parties will each appoint a relationship manager to assume overall responsibility for their respective roles and obligations under this Agreement and each Contract.

9.3 The Supplier's relationship manager shall:

9.3.1 provide the Buyer with all reasonably requested information and documentation relating to the Goods and/or Deliverables and/or Services, this Agreement and each Contract;

9.3.2 at the Buyer's request, meet with the Buyer's appointed relationship manager and/or Customer account-specific service managers quarterly during the Term or as otherwise reasonably requested by the Buyer;

9.3.3 cooperate fully with and reasonably assist the Buyer's appointed relationship manager in good faith, without delay and at no charge; and

9.3.4 send the Buyer a written report each quarter or as otherwise agreed, containing the status of each Contract and such other detail relating to the subject matter of this Agreement as is set out in each applicable Contract and otherwise as the Buyer reasonably requests.

9.3.5 The Buyer may replace its appointed relationship manager at any time on prior written notice to the Supplier.

9.3.6 The Supplier may replace its appointed relationship manager at any time on not less than six (6) months' prior written notice to the Buyer provided that it has obtained the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed.

10 INVOICING, PAYMENT AND TAXATION

10.1 The charges shall be as per the Charges contained on a duly authorised Order and shall not be subject to increase.

10.2 The Supplier shall invoice for Goods (excluding OEM Services) upon despatch and invoice for Deliverables, OEM Services and Services monthly in arrears unless otherwise set out in the applicable Contract.

10.3 The Buyer shall pay each correct invoice within sixty (60) days after invoice date subject to delivery of the Goods by the Supplier.

10.4 Unless otherwise set out in an Affiliate Participation Exhibit, invoices should be sent to Computacenter France SAS, 229 rue de la Belle Etoile, ZI Paris Nord II, 95330 Roissy CDG Cedex, France and be submitted via email to factures@computacenter.com and to be valid must contain the Buyer's Order number, VAT number (if applicable) and other information as set out in the Contract.

10.5 The Buyer shall pay to the Supplier, in addition to the Charges, a sum equal to the VAT chargeable on the supply of the Goods, Deliverables and Services.

10.6 The Buyer shall raise any invoice dispute within a reasonable timeframe following receipt of an invoice with which it does not agree. Once resolution of the disputed amount has been reached, the Supplier shall either (i) credit and re-invoice the full amount; or (ii) credit the disputed amount and the Buyer shall pay the relevant invoice in accordance with clause 10.3 above.

10.7 If the Buyer has failed to make any payment when due the Supplier may, upon not less than 10 Business Days' notice, charge interest from the date on which such payment became overdue at an amount equivalent to the lowest interest rate allowed by law.

10.8 The Supplier shall bear all responsibility and liability for all sales, use, excise, value-added, services, consumption, and/or other taxes and duties payable by the Supplier on any goods or services used or consumed by the Supplier in providing the Goods, Services and/or Deliverables.

10.9 Each Party will, if requested by the other, furnish any information which may reasonably be required by the other as to the amount of local sales tax chargeable on amounts payable under or in connection with this Agreement and payable by the other.

10.10 Where the Buyer or a Buyer Affiliate is required to deduct any Withholding Tax from any payment due to the Supplier under or in connection with this Agreement, the payment of the affected Charges by the Buyer to Supplier shall be equal to

- (i) the payment which would have been due if no Withholding Tax had been required less
- (ii) the Withholding Tax. The Buyer is not required to make an increased payment to the Supplier in respect of any Withholding Tax.

10.11 Within thirty (30) days (or in the case of a Withholding Tax in any specific country within the term prescribed by Applicable Law) of making either a Withholding Tax deduction or any payment required in connection with that Withholding Tax, the Buyer shall, or shall procure that the applicable Buyer Affiliate making that Withholding Tax deduction shall, deliver to the Supplier or the applicable Supplier Affiliate evidence that the Withholding Tax deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority. The Buyer shall provide any other forms, documents or information reasonably requested by the Supplier for the purposes of compliance with any Applicable Law relating to the withholding of Withholding Tax, backup withholding, or information reporting.

10.12 The Supplier shall be solely responsible for and shall comply with all obligations in respect of

- (i) payment of all compensation to its personnel, whether employees, consultants or subcontractors of the Supplier;
- (ii) all health or disability insurance, retirement benefits, and other welfare or pension benefits to which such personnel may be entitled; and
- (iii) all employment taxes and withholding with respect to such personnel. The Supplier agrees to provide such documents as may be reasonably requested by the Buyer to demonstrate compliance with such obligations, and shall indemnify and hold the Buyer and its Affiliates harmless from and against any and all such liabilities or claims including interest assessed or penalties and reasonable attorneys' fees incurred, arising from the Supplier's failure to comply with such obligations.

10.13 If the Service Levels set out in the relevant Contract are not achieved then the Buyer shall be (without prejudice to any other remedies available to it) entitled to Service Credits associated with such failure as set out in the relevant Contract and the Parties agree that these Service Credits shall be considered as a discount to the Charges.

10.14 The Supplier may not invoice, and waives all right to demand payment for any Goods, Deliverables and/or Services that the Supplier has not invoiced six (6) months after of the provision of the Goods and/or Deliverables and/or Services to the Buyer or the Customer.

11 BENCHMARKING

11.1 In respect of any Contract, the Buyer may at any time at its sole option and discretion conduct a Benchmarking Review provided that the Benchmarking Review may not take place before the first anniversary of the Services Commencement Date of the applicable Contract and thereafter no more than once per year. The Buyer and the Supplier shall agree a sample of at least three (3) reasonably comparable organisations providing Comparable Products and Services (Comparison Sample).

11.2 The Comparison Sample shall be for high quality services that conform to recognised Good Industry Practice and regulations that are similar to the Services.

11.3 In the absence of agreement, the Benchmarking, acting reasonably, shall be entitled to determine the Comparison Sample. In the event that the average charges for the Comparable Products and Services across the Comparison Sample are found to be less than the Charges stated in the relevant Contract, the Supplier shall reduce those Charges within 30 days of the date of notification with such reduction recorded in a Contract Change Note. If the Supplier fails to reduce the Charges in accordance with this Clause 11 (Benchmarking) then the Buyer shall be entitled to terminate the relevant Contract for irremediable sufficiently serious breach.

12 INTELLECTUAL PROPERTY RIGHTS (IPR)

12.1 Nothing in this Agreement or any Contract shall have the effect of transferring title to any Intellectual Property Rights owned by either Party or its Affiliates or a Customer prior to the relevant Effective Date which shall remain vested in the applicable Party. The Supplier shall not obtain any Intellectual Property Rights in any materials and/or data belonging to the Buyer, its Affiliates or a Customer (Customer Materials). The Supplier hereby assigns to the Buyer with full title guarantee all Intellectual Property Rights which may exist now or in the future in any modifications, enhancements and/or additions made to such Customer Materials by or on behalf of the Supplier under or in connection with this Agreement or a Contract. This Agreement shall be sufficient written evidence of such assignments.

12.2 The Buyer hereby grants to the Supplier a non-exclusive, non-transferable licence for the duration of each Contract to use, copy, modify and enhance the Customer Materials (and such modifications and enhancements thereto) solely for the purpose of the performance or fulfilment of the Supplier's obligations under the Agreement and/or the relevant Contract.

12.3 To the extent that any Supplier or third party owned Intellectual Property Rights are used or incorporated into Deliverables provided pursuant to a Contract, the Supplier hereby grants at no additional cost (or shall procure at its own cost the grant by the relevant third party) a perpetual, irrevocable, royalty-free, transferable licence to use such Intellectual Property Rights to allow the Buyer, its Affiliates and a Customer to use the Deliverables in any way it sees fit.

12.4 Subject to Clause 12.3 and excluding the Supplier's pre-existing Intellectual Property Rights and any other pre-existing third party proprietary materials forming part of the Deliverables, the Buyer shall own all the Intellectual Property Rights in the Deliverables and the Supplier hereby assigns to the Buyer with full title guarantee all such rights in the Deliverables which may exist now or in the future. This Agreement shall be sufficient written evidence of such assignment. Unless the Contract expressly specifies to the contrary, the Supplier shall obtain prior written consent from the Buyer before incorporating open source software into any of the Deliverables.

12.5 The Supplier shall irrevocably and unconditionally waive and shall procure that its employees, agents and suppliers waive all moral rights whether existing now or in the future and which may subsist anywhere in the world in relation to the Intellectual Property Rights assigned to the Buyer pursuant to Clauses 12.1 and 12.4.

12.6 The Supplier hereby grants to the Buyer, a non-exclusive, transferable licence to use and sub-licence any Supplier or third party owned Intellectual Property Rights to the extent reasonably required for the Buyer, its Affiliates and each Customer to receive the benefit of the Services during the Term (including, for the avoidance of doubt, during any Exit Period).

12.7 The Supplier shall fully defend, indemnify and hold harmless the Buyer and its Affiliates, and their respective employees, officers, directors and shareholders or third parties, in respect of any claim, costs, expenses (including attorney's fees) demand, liability, cause of action or damages (including costs) to which the Buyer and its Affiliates may become or becomes liable or which are claimed arising from or in connection with or any claim in relation to any Service (including any item or Deliverable supplied as part of the Services) supplied by the Supplier under or in connection with this Agreement infringing any Intellectual Property Rights of any third party to the extent that such infringement does not arise as a result of the combination with Customer Materials.

12.8 The Buyer agrees to:

12.8.1 notify the Supplier promptly of any claim of Intellectual Property Right infringement upon becoming aware of the same;

12.8.2 make no admissions or statements in respect of such claim without the Supplier's consent (not to be unreasonably withheld or delayed);

12.8.3 reserve for the Supplier the right if it chooses to take control of the litigation and to conduct and settle litigation and negotiations as the Supplier sees fit (subject to keeping the Buyer reasonably informed) and provided that the Supplier's actions in this regard do not result in any expenses for the Buyer which it has not previously authorised; and

12.8.4 give the Supplier, at the Supplier's cost such assistance as the Supplier may reasonably require.

12.9 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Goods, Deliverables, or the Services or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall at its own expense and subject to the consent of the Buyer (not to be unreasonably withheld or delayed) either:

(i) modify or procure the modification of any or all of the Goods, Deliverables or Services without reducing the performance and functionality of the same, or substitute alternative products or services of equivalent performance and functionality for any or all of the Goods, Deliverables or Services, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified Goods, Deliverables or Services or to the substitute products or services; or

(ii) grant or procure the grant of a licence to use and provide the Goods, Deliverables or Services on terms which are acceptable to the Buyer.

12.10 If a modification or substitution in accordance with Clause 12.9 (i) above is not possible so as to avoid the infringement and the Supplier has been unable to procure a licence in accordance with Clause 12.9(ii), Clause 20.3 shall apply.

12.11 The foregoing states the entire liability of the Supplier with regard to the infringement of any Intellectual Property Rights in connection with the performance of the Agreement and each Contract, the supply or use of the Goods or Deliverables, or the performance or use of the Services.

13 CONFIDENTIALITY

13.1 Each Party will treat as confidential the Confidential Information of the other Party and save as expressly permitted herein shall not disclose the same to any third party.

13.2 A Party receiving Confidential Information of the other Party will:

13.2.1 take the same precautions and exercise the same degree of care to protect that Confidential Information as it takes and exercises in relation to its own Confidential Information and, in any event no less than a reasonable standard of care; and

13.2.2 promptly notify the other Party of any suspected or actual unauthorised use of the other Party's Confidential Information of which it becomes aware and promptly take all reasonable steps that the other Party may require in order to prevent, stop or remedy the unauthorised use or disclosure.

13.3 The provisions of this Clause 13 (Confidentiality) do not prohibit the receiving Party from disclosing any Confidential Information:

13.3.1 on terms of confidentiality which are at least as protective as those set out in this Clause 13 (Confidentiality) to those of its employees, contractors, auditors, advisers and, in the case of the Buyer, to its and its Affiliates' Customers, who need to know that Confidential Information for the purpose of exercising its rights or performing its duties under this Agreement, any Contract or under a Prime Contract;

13.3.2 with the prior written consent of the other Party;

13.3.3 which it can show:

(i) is in, or enters, the public domain otherwise than as a result of unauthorised disclosure by the receiving Party;

(ii) has been, or is, independently developed by the receiving Party;

(iii) was already known by the receiving Party prior to the disclosure without an obligation of confidentiality; or

(iv) was independently received from a third party without an obligation of confidentiality and the receiving Party has made reasonable enquiries that the third party owed no obligation of confidentiality to the other Party; or

13.3.4 to the extent that it is required to do so by a legally constituted regulatory body, a relevant stock exchange or otherwise by Applicable Law provided that, to the extent that it is permitted to do so, the disclosing Party notifies the other Party as soon as practicable upon becoming aware of the obligation to disclose and co-operates with the other Party in avoiding or limiting the disclosure and obtaining assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed.

13.4 With respect to a potential Replacement Supplier and subject to the relevant terms of the Agreement and each relevant Contract, the Buyer may disclose details of the Services, without which it would not be reasonably possible for the potential Replacement Supplier to:

13.4.1 continue the provision of the same or similar services to a Customer; or

13.4.2 meet a Customer's reasonable requirements as set out in any relevant tender documents submitted to such potential Replacement Supplier, provided always that this shall not entitle the Buyer to disclose details of the Charges and that such potential Replacement Supplier has been informed in writing of the confidential nature of such details and has entered into a confidentiality agreement with the Customer, the wording of which must be approved by both Parties (which will not be unreasonably withheld or delayed).

13.5 Upon the request of the Buyer, the Supplier agrees to enter into a direct confidentiality agreement with a Customer upon such terms as are reasonably requested by the Buyer.

Return of Information

13.6 At the end of the Term, or upon the Buyer's earlier request, the Supplier will:

13.6.1 promptly provide to the Buyer copies of any:
(i) Buyer, Buyer Affiliate or Customer data or information (including, where applicable, In-Scope Personal Data) that the Supplier (including any Supplier Personnel) has in its possession in a format and on media reasonably requested by the Buyer; and
(ii) other Buyer, Buyer Affiliate or Customer Confidential Information that the Supplier (including any Supplier Personnel) has in its possession; and

13.6.2 if so requested, destroy or delete any other copies of the Buyer's, its Affiliates' or a Customer's data or information (including, where applicable, In-Scope Personal Data) and other Buyer or Customer Confidential Information in the Supplier's (including Supplier Personnel's) possession (including backup copies) and certify in writing to the Buyer that it has done so.

13.7 At the end of the Term, the Buyer will, if requested by the Supplier, promptly return to the Supplier or, if so requested, destroy or delete any copies of Supplier's Confidential Information in the possession of the Buyer and certify in writing to the Supplier that it has done so.

13.8 Notwithstanding Clauses 13.6 and 13.7 above, each Party may retain, subject to the terms of this Clause 13 (Confidentiality), a copy of the other Party's Confidential Information to the extent required:

13.8.1 for compliance with its record keeping policies, Applicable Law or its obligations pursuant to the Agreement (and in the case of Buyer its and its Affiliates' obligations under an applicable Prime Contract);

13.8.2 in order to make use of any ongoing licence rights granted pursuant to Clause 12 (Intellectual Property Rights); or

13.8.3 in relation to any dispute, provided that In-Scope Personal Data may be retained only to the extent permitted by, and in accordance with, Appendix A (Data Protection).

Residual Knowledge

13.9 Nothing in this Clause 13 (Confidentiality) shall prevent either Party from using data processing techniques, ideas and know-how retained in the unaided memory of such Party's personnel which were gained or developed during the performance of this Agreement and/or any Contract provided that in so doing such Party does not breach its obligations of confidentiality pursuant to this Clause 13 (Confidentiality) or infringe any Intellectual Property Rights of the other Party or any third party.

13.10 This Clause 13 (Confidentiality) will survive termination or expiry of the Agreement and each relevant Contract for a period of six (6) years.

14 STEP-IN RIGHTS AND REMEDIATION

14.1 The Supplier shall notify and fully disclose to the Buyer in writing as soon as it becomes aware of any event or occurrence, actual or threatened, which materially affects or might materially affect the Supplier's ability to provide the Goods, Deliverables or Services or perform any of its other obligations under the Agreement.

14.2 In the event of a Step In Event, the Buyer may at its sole option and discretion do one or more of the following:

14.2.1 suspend the Supplier's supply of some or all of the Affected Services; and/or

14.2.2 exercise its right to Step In.

14.3 Without prejudice to the Buyer's right to Step In, the Buyer may, upon the occurrence of any Type A Step In Event take any and all of the following actions:

14.3.1 require that the Supplier delivers, within seven (7) days of the Buyer's request, a detailed Service Remediation Plan;

14.3.2 require that the Supplier implements the Service Remediation Plan at its own cost and updates the Buyer weekly (or more frequently as required by the Buyer) as to progress being made by the Supplier under the Service Remediation Plan;

14.3.3 conduct an audit (whether itself or via a third party) of the Affected Services (or any part thereof) in order to identify the action required to rectify the breach or failure in question and/or restore the Affected Services, in which case the Supplier shall procure, at its own cost, that the Customer and/or the Buyer (or their relevant representatives) shall be provided with all access and assistance reasonably required in connection with such audit (including compliance with Clause 27 (Buyer Right of Audit)).

14.4 The Buyer shall notify the Supplier as soon as reasonably practicable when and where it intends to Step In and the Supplier shall forthwith make available to the Buyer all relevant Supplier Personnel, site access and Supplier Equipment in order that the Affected Services can be performed in such a way as to minimise the disruption of the Step In to the delivery of the Affected Services.

14.5 The Buyer will allow the Supplier to resume the provision of the Affected Services as soon as reasonably practicable after the Supplier demonstrates to the Buyer's satisfaction (acting reasonably) that it will be able to meet the Service Levels (if any) for the Affected Services and otherwise provide the Affected Services on resumption in accordance with the Contract. The re-commencement by the Supplier of the Affected Services shall be subject to a re-commencement plan as shall reasonably be required by the Buyer in order to minimise the disruption caused by any such transition to the Supplier.

14.6 If the Buyer elects to Step In then the Supplier shall:

14.6.1 provide Supplier Personnel, site access and access to the relevant Supplier Equipment to assist the Buyer (and any Step In Agents) with the provision of the Affected Services in the course of the Step In and where the Step In takes place pursuant to a Type A Step In Event or, as a result of the act or omission of the Supplier, pursuant to a Type B Step In Event, the Supplier shall do this at its own cost;

14.6.2 co-operate with the Buyer, the relevant Customers and any Step In Agents, and take all necessary steps to recommence the provision of the Affected Services as soon as possible; and

14.6.3 where the Step In takes place pursuant to a Type A Step In Event or, as a result of the act or omission of the Supplier, pursuant to a Type B Step In Event, pay to the Buyer all incremental costs and expenses reasonably incurred by the Buyer in connection with the Step In, including:

(i) in relation to any costs and expenses relating to the engagement of any Step In Agents, any reasonable costs and expenses to the extent that these are greater than the relevant Charges which would have been payable but for the Step In Event; and

(ii) in relation to any internal resource costs and expenses of the Buyer or any Buyer Affiliate, any reasonable costs and expenses in addition to those normally incurred by the Buyer or Buyer Affiliate in respect of such resource.

14.7 For the period that the Buyer exercises its Step In rights, then to the extent exercised pursuant to a Type A Step In Event or, as a result of the act or omission of the Supplier, pursuant to a Type B Step In Event, the Buyer shall be relieved from paying the Charges relating to the Affected Services and the Service Levels shall not apply to the Affected Services however the Buyer shall be responsible for paying Charges to the extent they apply to any Supplier resources (including Supplier Equipment and Supplier Personnel) used by the Buyer during Step In.

14.8 No Step In under this Clause 14 (Step In) shall (unless agreed otherwise in writing by the Parties by specific reference to this Clause 14 (Step In Rights and Remediation) or, where relevant, unless a longer period is allowed for under the Prime Contract) exceed a period of six (6) months from the date upon which the Buyer exercises Step In.

14.9 Unless expressly stated otherwise, nothing in this Clause 14 (Step In Rights and Remediation) affects Supplier's obligations or liabilities arising from any breach of this Agreement or any Contract and the rights and remedies of the Buyer under any provision of this Clause 14 (Step In Rights and Remediation) are in addition to, and not a replacement for, any other rights or remedies available to the Buyer under any other provision of this Agreement or at law and, for the avoidance of doubt, the Buyer shall be entitled to set off any costs and expenses incurred by the Buyer and its Affiliates under this Clause 14 (Step In Rights and Remediation) against any Charges payable to the Supplier for the Services during the period of Step In.

14.10 The Supplier shall not be liable for any acts, defaults or omissions of the Step In Agent to the extent that such acts, defaults or omissions are not attributable to the Supplier.

14.11 By exercising its right to Step-In, the Buyer shall not, and shall not be deemed to, assume any obligation to resolve the event giving rise to the Buyer's right to Step-In or relieve the Supplier of any of its other obligations or liabilities under the Contract.

14.12 The engagement by the Buyer of a Step In Agent shall be subject to such third party entering into a confidentiality agreement with the Buyer on equivalent and no less onerous terms to Clause 13 (Confidentiality).

14.13 The Buyer undertakes to act in good faith in relation to the exercise of its rights and the giving of any consents or authorities under this Clause 14 (Step In Rights and Remediation), and in relation to any decision as to the Supplier resuming performance of the Affected Services after the relevant period of Step In.

14.14 Where the Buyer or a Buyer Affiliate is subject to the exercise of a right of step-in by a Customer, the Buyer shall be entitled to require the Supplier to take instructions in respect of the Affected Services directly from the Customer or the Customer's nominee for so long as such right of step-in is exercised and the Supplier shall provide all reasonable assistance, co-operation and information to the Buyer, its Affiliates and the Customer during such period, including as reasonably required to enable the Buyer to fulfil its obligations under a Prime Contract in respect of the Customer's right of step-in.

15 DATA PROTECTION

15.1 The Parties shall comply with their respective obligations set out in Appendix A (Data Protection).

16 LIABILITY

16.1 Subject to Clause 16.2 below:

- 16.1.1 each provision of this Clause 16 (Liability) which is expressed to limit or exclude the liability of a Party for any loss or damage applies whether the liability is for breach of contract, tort (including negligence), misrepresentation (but not fraudulent misrepresentation), breach of statutory duty or otherwise;
- 16.1.2 any indirect loss shall not be recoverable by either Party;
- 16.1.3 the Supplier's total aggregate liability:
- (i) under the indemnity in Paragraph 7 of Appendix A (Data Protection) in any Contract Year shall be limited to the greater of (a) 2,000,000€ (two million euros) and (b) 200% of the Charges paid and payable in that Contract Year;
- (ii) for loss or damage sustained to tangible property under or in connection with this Agreement in any Contract Year shall be limited to the greater of (a) 2,000,000€ (two million euros) and (b) 200% of the Charges paid and payable in that Contract Year; and
- (iii) in respect of all other causes of action that arise under or in connection with this Agreement in any Contract Year, save in respect of the Supplier's obligation to pay Service Credits, shall be limited to the greater of (a) 1,000,000€ (one million euros) and (b) 150% of the Charges paid and payable in that Contract Year;
- 16.1.4 the Buyer's total aggregate liability in respect of any and all causes of action that arise under or in connection with this Agreement in any Contract Year, save in respect of the Buyer's obligation to pay the Charges, shall be limited to 50% of the Charges paid and payable in that Contract Year.
- 16.2 The limitations on liability set out in Clause 16.1 above shall not apply to:
- 16.2.1 death or personal injury;
- 16.2.2 any liability arising from the gross negligence and/or the fraud of either Party;
- 16.2.3 any liability arising from a Party's wilful misconduct and/or the wilful abandonment by the Supplier of the supply of the Goods and/or Deliverables and/or the performance of any or all of the Services then required to be provided by the Supplier under this Agreement;
- 16.2.4 a Party's breach of its obligation contained in the clauses Intellectual Property Rights, and Prevention of Corruption
- 16.2.5 any liability arising from the breach by either Party of Clause 13 (Confidentiality);
- 16.2.6 breach of the terms regarding title implied by articles 1599 and following of the Civil Code; or
- 16.2.7 any other form of loss or damage for which liability cannot lawfully be excluded or limited;
- 16.2.8 a Party's breach of its obligations with regards to the payment of all employment charges and withholding;
- 16.2.9 third party claims, including claims by Supplier Personnel.

Mitigation

16.3 Nothing in this Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.

Indemnities

16.4 Without prejudice to Clause 12.8, if a third party shall make a claim against either Party and that Party shall make a claim in respect thereof against the other Party under an indemnity in this Agreement or any Contract, the claiming Party shall:

- 16.4.1 notify the other Party promptly after becoming aware of circumstances giving rise to its claim;
- 16.4.2 permit the other Party to conduct any litigation and negotiations to settle a related third party claim, giving the other Party reasonable assistance at the other Party's expense; and
- 16.4.3 not make any admission in respect of a related third party claim without the consent of the other Party.

17 SUPPLIER PERSONNEL

17.1 All Supplier Personnel shall be suitably qualified, skilled and experienced to perform the Services in accordance and the provisions of this Agreement and any applicable Contract.

17.2 The Supplier will have sole responsibility for:

- 17.2.1 the control, supervision, discipline and all acts and omissions of Supplier Personnel – for the avoidance of doubt, under all circumstances during the term of the Agreement, the Supplier Personnel shall remain under the immediate and sole disciplinary authority of the Supplier;
- 17.2.2 the management and training of the Supplier Personnel;
- 17.2.3 deducting and paying any taxes, national insurance and social security payments applicable to Supplier Personnel;
- 17.2.4 ensuring that all Supplier Personnel who provide Services under this Agreement have the relevant immigration and employment status necessary to provide the Services lawfully;
- 17.2.5 compliance with all employee related Applicable Law;
- 17.2.6 ensuring that all Supplier Personnel are subject to contractually binding confidentiality provisions which comply with the Supplier's obligations under Clause 13 (Confidentiality);
- 17.2.7 ensuring that all relevant Supplier Personnel have such security clearance as may be required under any Contract; and
- 17.2.8 ensuring that adequate records are kept and maintained of compliance with its obligations under this Clause 17 (Supplier Personnel).

17.3 The Buyer may, in its absolute discretion, give written notice requiring the Supplier to remove any Supplier Personnel from the provision of the Services where, in the Buyer's reasonable opinion, such personnel are not competent, not suitably qualified, skilled or experienced, or are guilty of misconduct. The Supplier will promptly arrange for the removal of such Supplier Personnel from the performance of the Services and shall replace them with Supplier Personnel reasonably acceptable to the Buyer. Where such Supplier Personnel are Key Personnel, such replacement shall be carried out in accordance with Clause 17.6.

17.4 The Supplier will at the request of the Buyer permit the Buyer or its nominee to perform background checks of Supplier Personnel whom the Supplier proposes to use to perform the Services. For the avoidance of doubt, any right to perform or performance or non-performance of such background checks shall not have the effect of transferring to the Buyer any responsibility for such Supplier Personnel or for the vetting of such Supplier Personnel.

17.5 Subject to Clause 17.7 (Staff Transfer) below, Supplier Personnel shall be regarded at all times as employees, agents or subcontractors of the Supplier and no relationship of employer and employee shall arise between the Buyer, a Customer or any of their respective Affiliates and any Supplier Personnel under any circumstances (save where an offer of employment by the Buyer or a Customer or any of their respective Affiliates is made and accepted), including for the avoidance of doubt upon termination of all or part of any Services or a Contract (as applicable).

Key Personnel

17.6 The Supplier agrees not to transfer, reassign, or remove any Key Personnel (except as a result of resignation or involuntary termination) without the Buyer's prior approval. Before replacing any Key Personnel, the Supplier shall notify the Buyer of the removal and proposed replacement. The Supplier shall also provide the Buyer with a curriculum vitae of the proposed replacement, and then:

- 17.6.1 discuss the position with the Buyer;
- 17.6.2 provide the Buyer with such other information and explanations as the Buyer may reasonably require;
- 17.6.3 permit the Buyer, upon request, to interview the proposed replacement;
- 17.6.4 obtain the Buyer's prior written approval to the proposed replacement Key Personnel; and
- 17.6.5 take all reasonable steps to ensure that a replacement who is acceptable to the Buyer is appointed as soon as reasonably practicable, that there is a reasonable handover period and that the adverse effects of the change of Key Personnel are minimised.

Staff Transfer

17.7 Save where otherwise so stipulated in a Contract, it is not anticipated that the Employee Transfer Regulations will operate to transfer the employment of any employees in relation to the commencement or expiry or termination of any Contract or this Agreement. In the event that it is anticipated that the Employee Transfer Regulations will operate to transfer the employment of any employees in relation to the commencement or expiry or termination of any Contract, such transfer will be identified and the applicable provisions set out as Special Terms in such Contract.

Compliance

17.8 Not used.

17.9 The Supplier shall indemnify and hold harmless the Buyer, each Customer and each of their respective Affiliates against all claims, losses, damages, fines, penalties and costs arising out of or in connection with or as a result of any claim or demand by any of Supplier Personnel, save to the extent the claim is caused by the act or omission of the Buyer or the Customer. The recovery of such sums shall not be contingent upon the Supplier taking control of the relevant claim pursuant to Clause 16.4. Such claim shall not be passed to the Supplier and control of such claim shall remain with the relevant indemnified party.

18 NON SOLICITATION

18.1 During the Term of this Agreement and for 12 months thereafter, (the **Non-Solicitation Period**) neither Party may solicit, directly or indirectly, any employee of the other Party or its subcontractors, or in the case of the Supplier, any employee of a Customer, who was directly involved in the provision or receipt of the Goods, Deliverables and/or Services. This Clause 18.1 shall not restrict the Parties from employing any employees of the other Party or a Customer who apply unsolicited in response to a general advertising or recruitment campaign.

18.2 The Supplier shall use reasonable endeavours to procure compliance with the provisions of Clause 18.1 by its subcontractors as if such provisions were expressed to apply to them.

18.3 The Parties agree that if during the Non-Solicitation Period either Party (the **Soliciting Party**) does so solicit and employ such an employee, the Soliciting Party shall immediately notify the other Party and pay to the other Party an amount equal to total first year gross remuneration that the Soliciting Party pays such employee, inclusive of any benefits, emoluments or other payments in kind.

19 NON COMPETE

19.1 The Supplier shall not (whether directly or indirectly through another Party) for the Term of this Agreement and a period of three (3) months thereafter seek to solicit business that competes with the Services nor enter into any contract with a Customer or any third party where business competing with the Services is all or part of the subject matter thereof. The Supplier will furthermore offer all reasonable co-operation and support to the Buyer and its Affiliates in

- (i) extending the term of the Services and/or the Prime Contract or the scope of the services activity where such activity is part of a global agreement for a Customer;
- (ii) re-bidding for the Prime Contract; and
- (iii) promoting the Buyer brand for the Services and a Prime Contract. If a Customer terminates its Prime Contract with the Buyer or a Buyer Affiliate independently of any solicitation by the Supplier and not as a direct or indirect result of any breach by the Supplier of its obligations pursuant to this Agreement or a Contract and does not reach an alternative agreement with the Buyer for the provision of the Services or services substantially similar to the Services, the Supplier will be permitted to offer the Services directly or indirectly to that Customer.

20 TERMINATION

20.1 Either Party may request the termination of this Agreement and each Contract immediately by written notice to the other Party in case of opening of a collective procedure as defined in the book VI of the Commercial Code or if:

- 20.1.1 not used;
- 20.1.2 not used;
- 20.1.3 not used;
- 20.1.4 not used;
- 20.1.5 not used;
- 20.1.6 any event analogous to any of the events set out in Clause 20.1.1 above occurs in a jurisdiction other than France.

20.2 The Buyer may terminate this Agreement and/or any Contract, as of right, with immediate effect by written notice to the Supplier if the Supplier or any Supplier Affiliate providing a material or critical part of the Services is subject to a change of Control. Subject to any restrictions imposed by Applicable Law, the Supplier shall give the Buyer notice of any change of Control of the Supplier or relevant Supplier Affiliate as soon as practicable and in any event within ten (10) Business Days after the change of Control.

20.3 The Buyer shall be entitled to terminate this Agreement and/or any Contract as of right with immediate effect by written notice to the Supplier if the Supplier is in sufficiently serious breach (including repeated breaches that taken together amount to a sufficiently serious breach) of any of its obligations under this Agreement or a Contract and such sufficiently serious breach is either

- (i) irremediable, or
- (ii) remediable and has continued unremedied for a period of thirty (30) days after the Buyer has served written notice of such breach.

20.4 The Supplier shall be entitled to terminate any Contract in the event of a non-payment of an undisputed invoice, after formal notice to pay has remained unsuccessful for thirty (30) days.

20.5 The Buyer may terminate as of right a Contract or any part of a Contract immediately upon written notice to the Supplier where a Force Majeure Event cannot be resolved within thirty (30) days of its occurrence.

20.6 Either Party shall be entitled to terminate this Agreement as of right and without cause by providing three (3) months' written notice to the other Party.

20.7 The Buyer may terminate as of right any Contract or any part of a Contract:

20.7.1 immediately upon written notice to the Supplier if

(i) a Customer terminates or has served notice to terminate a relevant Prime Contract as a whole or in part such that the requirement for the Buyer to provide goods or services that previously included the Goods or Services has ceased or reduced or

(ii) a Customer requires the Buyer or a Buyer Affiliate to cease using the Supplier in connection with a Prime Contract where the acts or omissions of the Supplier have given rise to the Customer's right to terminate the Prime Contract in whole or in part; or

20.7.2 upon thirty (30) days' prior written notice to Supplier if the Buyer is terminating for convenience.

20.8 Where the Buyer is entitled to terminate this Agreement or any Contract it may do so in whole or in part.

20.9 Where the Buyer is entitled to terminate this Agreement it shall be entitled to elect whether to terminate any or all Contracts.

20.10 Expiry or termination of a Contract shall not affect the continuance of any other Contract or this Agreement.

20.11 Expiry or termination of the Agreement or of a Contract shall not affect a Party's accrued rights and obligations at the time of expiry or termination.

20.12 The provisions of Clause 5 (Warranties, Representations and Undertakings); 12 (Intellectual Property Rights), 13 (Confidentiality); Clause 15 (Data Protection); 16 (Liability); Clause 17 (Supplier Personnel); Clause 18 (Non Solicitation); Clause 19 (Non-Compete) and this Clause 20 (Termination); shall survive expiry or termination of this Agreement, along with any other provisions that by their nature should survive.

20.13 Unless otherwise specified by the Buyer, termination of this Agreement shall not affect any Contract, which shall continue unless terminated in its own right or until its expiry and shall continue to be subject to the terms of this Agreement.

20.14 Unless otherwise agreed, the Supplier shall have in place at all times an appropriate exit plan as further defined at Clause 20.14 below which enables it to comply with the requirements of this Agreement, to put such plan into effect on any termination (however arising) or expiry of this Agreement and each Contract, and otherwise to ensure that any such termination or expiry shall not affect the continuity of the Services (the Exit Plan).

20.15 The objective of each Exit Plan, when implemented, shall be to ensure an orderly wind down of the Services being provided by the Supplier and transition to the provision of similar services by (at the direction of the Buyer) the Buyer, a Buyer Affiliate or a Replacement Supplier.

20.16 The Supplier will implement any agreed Exit Plan required by a Contract upon termination or expiry of the applicable Contract. Where the Buyer so stipulates in the SOW, the Supplier will provide a draft Exit Plan no later than 3 months following the Service Commencement Date and will update such Exit Plan following any material change in the Services and in any event, no less frequently than once a year.

20.17 Upon expiry or termination of this Agreement and/or each Contract, the Supplier shall return to the Buyer all of the Buyer's and its Affiliates' and the Customer's property then in the possession or under the control of the Supplier, as reasonably directed by the Buyer.

20.18 The Supplier will, at no cost to the Buyer, provide all reasonable assistance to enable an orderly handover of the Supplier's responsibilities upon termination or expiry of this Agreement and/or each Contract to the Buyer, a Buyer Affiliate or a Replacement Supplier.

21 PREVENTION OF CORRUPTION

21.1 The Supplier represents and warrants to the Buyer that:

21.1.1 to the best of its knowledge, neither it, or any of its directors, employees, Affiliates or Associated Persons has, at any time prior to entering into this Agreement, committed any offence under the Anti-Corruption Legislation; and

21.1.2 it is not entering into this Agreement with any knowledge that any money, gift or other advantage has been, or will be, paid, offered or received in connection with the Buyer entering into this Agreement, to any person working for or engaged by the Buyer or any Buyer Affiliate or that an agreement has been made to that effect which would violate any Anti-Corruption Legislation.

21.2 The Supplier agrees that, at any time after the entry into of this Agreement it shall not and it shall procure that its Affiliates and their respective directors and employees shall not commit any offence under the Anti-Corruption Legislation.

21.3 The Supplier agrees that it shall and shall procure that its relevant Affiliates shall at all times comply with the Buyer's and its Affiliates and each Customer's anti-bribery and anti-corruption policies, as may be updated from time to time.

21.4 The Supplier shall have in place and implement a policy designed to prevent any person working for or engaged by the Supplier or any relevant Supplier Affiliates from committing offences of corruption or bribery, and shall provide a copy of such policy to the Buyer upon request.

21.5 The Supplier shall notify the Buyer immediately in writing upon becoming aware of, or suspecting any failure to comply with any provisions of this Clause 21 (Prevention of Corruption) and/or any extortive solicitation, demand or other request for anything of value, by or on behalf of any person relating to this Agreement or its subject matter.

21.6 The Parties acknowledge and agree that any payments, including rebates, shall be payable between the Buyer and Supplier entities that have entered this Agreement or the applicable Contract only.

21.7 The Supplier shall indemnify and hold harmless the Buyer and its Affiliates against all losses, damages, fines, penalties and costs incurred which may arise in connection with a breach of this Clause 21 (Prevention of Corruption) by the Supplier or any Supplier Affiliate.

21.8 Any failure by the Supplier (including any of its Affiliates and their respective directors or employees) to comply with any provision of this Clause 21 (Prevention of Corruption) shall (without affecting any other remedies the Buyer may have) constitute a material breach incapable of remedy for the purpose of Clause 20 (Termination) and the Buyer will be entitled to terminate this Agreement and any Contracts immediately upon notice.

22 MODERN SLAVERY

22.1 In performing its obligations under this Agreement and any Contract, the Supplier shall and shall ensure that each of its relevant Affiliates and subcontractors shall:

22.1.1 comply with all Applicable Law relating to slavery, servitude and forced or compulsory labour and human trafficking, including the Modern Slavery Act 2015; and

22.1.2 take reasonable steps to ensure that there is no modern slavery or human trafficking in its or its subcontractors' supply chains or in any part of their businesses;

22.2 The Supplier represents and warrants that neither it nor any of its relevant Affiliates or their respective officers, employees or other persons associated with it has:

22.2.1 been convicted of any offence involving slavery and/or human trafficking; and

22.2.2 to the best of its knowledge, been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

22.3 The Supplier shall maintain in place throughout the Term of this Agreement and each Contract, its own policies and procedures to ensure compliance with its obligations under this Clause 22 (Modern Slavery).

22.4 The Supplier shall notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with any Goods, Deliverables or Services.

22.5 The Supplier shall prepare and deliver to the Buyer no later than April each year, an annual slavery and human trafficking statement setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business, or those of its relevant Affiliates.

22.6 The Buyer may terminate this Agreement and each Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Clause 22.1.

23 DISPUTE RESOLUTION

23.1 If a dispute arises between the Parties it shall first be referred to the Parties' nominated relationship managers. If the Parties' nominated relationship managers cannot resolve the dispute within a maximum of ten (10) Business Days after it has been referred, the dispute shall be referred to the business unit director of the Supplier and the business unit director of the Buyer (or anyone reasonably appointed by the Buyer to deal with the dispute) for resolution.

23.2 Should the dispute remain unresolved after reference to the business unit director of the Supplier and the business unit director of the Buyer (or the person appointed by the Buyer to deal with the dispute) within a maximum of ten (10) Business Days after it has been referred under Clause 23.1 above, the dispute may be referred for determination as follows:

23.2.1 if the dispute is:

(i) of a technical nature relating to the performance of the Services or the functionality or performance of the Deliverables, or any similar or related matter; or

(ii) relating to any financial matters (including the Charges in respect of any Change), to an expert (the **Expert**), who will act as expert and not as arbiter; and

23.2.2 in all other cases, to mediation in accordance with Clauses 23.7 and 23.8 below.

23.3 Work and activity to be carried out under this Agreement or any Contract shall not cease or be delayed by any dispute resolution procedure.

23.4 If any of the representatives of a Party named in this Clause 23 (Dispute Resolution) is unable to attend a meeting, the Party in question will ensure that a substitute with appropriate authority and skills attends in their place.

Expert Determination

23.5 Subject to Clause 23.6:

23.5.1 the Expert will be selected by agreement between the Parties (acting reasonably). Should the Parties fail to agree and appoint an Expert within ten (10) Business Days of agreement to refer the matter to an Expert, the Expert shall be chosen by the Chief Executive Officer for the time being of the Centre de Médiation et d'Arbitrage de la Chambre de Commerce et d'Industrie de Paris (CMAP) or its replacement organisation from time to time;

- 23.5.2 each Party shall co-operate fully with the Expert and shall promptly provide the Expert with any information he reasonably requires on request;
- 23.5.3 the Expert shall be instructed to deliver his decision to the Parties within ten (10) Business Days after delivery to him of the information referred to in Clause 23.5.1 above;
- 23.5.4 any decision of the Expert shall be final and binding, and not subject to appeal except in the case of a clear and obvious mistake or if his decision is one which no reasonable expert could have made; and
- 23.5.5 the fees of the Expert shall be borne by the Parties in whatever proportion as the Expert decides having regard (amongst other things) to the conduct of the Parties.
- 23.6 To the extent that a dispute under a Prime Contract relates to the Goods, Deliverables or Services and is not the subject of legal proceedings:
- 23.6.1 the Supplier shall at its own cost, provide all reasonable assistance and cooperation to the Buyer in the resolution of such dispute;
- 23.6.2 the resolution of any related dispute between the Parties pursuant to Expert determination or mediation shall be suspended pending (i) resolution of the Prime Contract dispute; or (ii) the issuance of legal proceedings in respect of the Prime Contract dispute; and
- 23.6.3 any related dispute between the Parties shall be resolved in accordance with the final and binding outcome of the Prime Contract dispute, save in respect of any aspect of the Prime Contract dispute relating to the Goods, Deliverables or Services that either (i) the Supplier was not afforded reasonable opportunity to dispute; or (ii) the Buyer did not without reasonable cause, dispute in accordance with the reasonable directions of the Supplier.

Mediation

23.7 Mediation of a dispute referred for mediation pursuant to Clause 23.2.2 above shall take place as soon as reasonably practicable thereafter. The identity of the mediator shall be

- (i) agreed between the Parties acting reasonably; or
- (ii) if the Parties fail to reach such agreement within five (5) Business Days, determined by the Chief Executive Officer for the time being of the Centre de Médiation et d'Arbitrage de la Chambre de Commerce et d'Industrie de Paris (CMAP), provided that the mediator shall have no power to make any determination or otherwise bind the Parties.

23.8 If, within ten (10) Business Days of the commencement of mediation, no agreement has been reached, either Party shall be free to pursue the rights granted to it by this Agreement and each relevant Contract in respect of such dispute before the courts in accordance with Clause 41 (Governing Law)

23.9 The provisions of this Clause 23 (Dispute Resolution) do not prevent either Party from at any time applying for injunctive or other urgent relief in the court of competent jurisdiction governing this Agreement of the applicable Contract, where this is the sole means of obtaining such relief.

24 FORCE MAJEURE

24.1 Subject to the following provisions of this Clause 24 (Force Majeure), neither Party shall be liable for any default or delay in performing any of its obligations under this Agreement or any Contract if such failure arises out of any Force Majeure Event.

24.2 If such Force Majeure Event prevents a Party (**Affected Party**) from complying with any of its obligations under this Agreement or any Contract, that Affected Party shall:

- 24.2.1 notify the other Party as soon as reasonably practicable;
- 24.2.2 take all reasonable steps to mitigate and minimise the period of the delay or to provide reasonable precautions or workarounds; and
- 24.2.3 upon cessation of the Force Majeure Event, promptly notify the other Party thereof and resume performance of the affected obligations as soon as reasonably practicable.

24.3 If a Force Majeure Event affects the performance of only some of the Affected Party's obligations under this Agreement or a Contract, the Affected Party nevertheless remains liable for the performance of those obligations not affected by the Force Majeure Event.

24.4 During the continuance of any Force Majeure Event:

- 24.4.1 the Charges related to the affected Goods, Deliverables and/or Services shall be reduced in proportion to the impact of the Force Majeure Event on such Goods, Deliverables and/or Services;
- 24.4.2 the Buyer may terminate the affected Goods, Deliverables and/or Services in accordance with Clause 20.5 in the circumstances set out in that Clause; and
- 24.4.3 the Buyer may exercise its right to Step In.

25 BUSINESS CONTINUITY

25.1 The Supplier shall, at no additional cost to the Buyer:

25.1.1 prepare, maintain and comply with, a Business Continuity Plan which as a minimum, shall include the following:

- (i) risk assessment and mitigation – an assessment of the potential range of Business Continuity Events creating adverse interruptions to the Goods and/or Services, the causes of the potential interruptions, and the nature of any policies or procedures it has in place to mitigate the effect of such interruptions. The risk mitigation procedures shall provide for:
 - (ii) the retention, rotation and retrieval of data and files,
 - (iii) obtaining critical resources necessary for recovery, and
 - (iv) buffer stock. The Supplier shall also identify a backup service site and procedures for transferring operations;
 - (v) business impact analysis – an analysis of all business functions related to the provision of the Goods and/or Services and the effect that a specific Business Continuity Event may have upon them;
 - (vi) business recovery strategies – identification of current and future critical operations and/or processes and the strategies to recover those operations and / or processes;
 - (vii) emergency response procedures – documentation of procedures to activate an immediate, orderly response to emergency situations;

(viii) procedures to address potential disruptions to the Supplier's supply chain – the Supplier shall require the same minimum levels of business continuity planning of its subcontractors (if any) as required this Clause 25 (Business Continuity); and

25.1.2 develop and maintain an emergency contact list for the Buyer and establish a defined escalation process for notification of the Buyer in the event of Business Continuity Events, and identify and train key team personnel.

25.2 The Supplier will maintain the Business Continuity Plan, update it as required in accordance with Good Industry Practice and shall undertake risk assessments in relation to the provision of the Goods, Deliverables and/or Services not less than once every six (6) months. The Supplier shall provide the results of, and its recommendations in relation to, those risk assessments to the Buyer promptly in writing following each such review. Upon the Buyer's request, the Supplier shall provide Buyer with a copy of its Business Continuity Plan.

26 INSURANCE

26.1 The Supplier shall have and maintain in force appropriate insurance with reputable authorised insurers of good financial standing which shall cover the liability of the Supplier for the performance of its obligations under this Agreement and each Contract.

26.2 The Supplier shall notify the Buyer on becoming aware of any fact, circumstance or matter which has caused, or is reasonably likely to cause, any insurer to give notice to cancel, rescind, or suspend any insurance required by this Agreement and/or any Contract.

26.3 The Supplier shall provide to the Buyer, upon request from the Buyer but not more than once in any twelve (12) month period, written confirmation from the arranging insurance brokers that such insurances are in effect.

26.4 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Agreement or any Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Agreement and each Contract.

27 BUYER RIGHT OF AUDIT

27.1 The Supplier will retain full records, including reasonable back-up documentation, of all relevant information enabling verification of the Charges, the Services data and any other relevant information or data connected with this Agreement and each Contract for a minimum period of seven (7) years, or longer where required by Applicable Law.

27.2 The Supplier shall allow the Buyer, the Buyer's Affiliates and/or their external auditors and/or, where and to the extent stipulated by the Buyer, a Customer and/or a Customer's external auditors, during the Term of this Agreement and/or any Contract and for a period of two (2) years thereafter, access to facilities at Supplier locations to inspect records and supporting documents and to interview Supplier personnel in order to:

27.2.1 review the integrity of any Confidential Information and make inspections and audits for the purpose of conducting statutory audits or making reports required by a regulatory authority;

27.2.2 conduct any reasonably requested risk assessment by the Buyer in relation to the possible impact of the Services on the Buyer's, its Affiliates' and/or Customers' businesses;

27.2.3 monitor and assess the provision of the Goods, Deliverables and Services and the performance of the Supplier's obligations under the Agreement and/or a Contract; and

27.2.4 where applicable, satisfy the requirements of Article 28(3)(h) of the General Data Protection Regulation.

27.3 Audit access will be on reasonable notice, other than the following types of audits which may be conducted at any time and without restriction:

27.3.1 security audits (in the event of there being a reasonable concern of there having been a security breach);

27.3.2 the Buyer having reasonable grounds to believe there has been fraudulent activity or serious malpractice by the Supplier, a relevant Supplier Affiliate, Supplier Personnel or the Supplier's or its Affiliates' third party providers; and

27.3.3 audits expressly required to be undertaken by a regulatory authority and required to be undertaken without prior notice or if no notice is practically possible.

27.4 Unless otherwise required by a Regulator:

27.4.1 audits will be conducted during normal office hours (except with respect to Services that are performed outside of normal office hours) and so as not to unreasonably interfere with the Supplier's performance of the Services or unreasonably interfere with Supplier's business (other than such interference as ordinarily and necessarily would be expected of a reasonable audit process);

27.4.2 auditors will comply with the Supplier's reasonable security and confidentiality requirements (including, in the case of external auditors, executing a reasonable non-disclosure agreement with the Supplier); and

27.4.3 audits shall not be exercised by the Buyer more than once per Contract per year and Buyer shall use reasonable endeavours to aggregate audits so far as reasonably practicable, provided that where an audit reveals a non-trivial breach, the Buyer shall be entitled to require a follow up within an interval of less than a year.

27.5 The Supplier shall only be required to provide access to such Supplier records, data, information, facilities and personnel as is reasonably necessary to perform the audit.

27.6 The Supplier shall permit the Buyer or a Customer and their respective auditors and/or regulators to take copies of records and documentation as are reasonably required for the purpose of meeting the Buyer's, its Affiliates and Customers' audit and regulatory requirements.

27.7 In the event that an audit finds the Supplier's procedures or controls are insufficient to comply with its obligations pursuant to this Agreement and/or a Contract, the Parties shall, acting reasonably and in good faith, agree whether a remedial plan and a timetable for achievement of improvements (**Remedial Plan**) are necessary.

27.8 If the Parties agree that a Remedial Plan is required they shall agree and enter into such Remedial Plan within thirty (30) days of agreeing the need for a Remedial Plan.

27.9 The Supplier shall implement such Remedial plan within sixty (60) Business Days and confirm that the identified problems have been dealt with in a satisfactory manner.

27.10 Should any audit reveal that the Supplier has overcharged the Buyer in any respect, the Supplier will promptly reimburse the Buyer for the amount of any overcharge together with interest at the lowest interest rate allowed by law from the date on which overpayment was made until (and including) the date of reimbursement.

27.11 The Parties shall bear their own respective costs and expenses incurred as a result of complying with this Clause 27 (Buyer Right of Audit), unless an audit reveals a material breach by the Supplier of its obligations under this Agreement or a Contract, in which case the Supplier will reimburse the Buyer its reasonable costs incurred in the course of the audit.

28 PUBLICITY

28.1 Neither Party shall disclose the fact or subject matter of this Agreement or a Contract, unless it first obtains the other Party's written consent.

28.2 In particular, the Supplier shall not use the Buyer, its Affiliates or a Customer as a reference without the prior written consent of the Buyer.

28.3 This Clause 28 (Publicity) does not apply to a public announcement which is required to be made by Applicable Law or the rules of a relevant stock exchange.

29 SECURITY

29.1 The Supplier agrees to:

29.1.1 access or use the Buyer's, its Affiliates and/or a Customer's (as applicable) systems solely for the purpose of performing the Services;

29.1.2 comply (and ensure that Supplier Personnel comply) with all Buyer, Buyer Affiliate and/or Customer policies relating to security as may be notified to it from time to time;

29.1.3 ensure that in accessing or using the Buyer's, its Affiliates and/or a Customer's (as applicable) systems it does not (and does not enable a third party to):

(i) suspend, interrupt or discontinue the use of the systems;

(ii) erase, destroy, corrupt or modify any of the Buyer's, its Affiliates and/or a Customer's data;

(iii) bypass any internal or external security measure in order to obtain access to the Buyer's, its Affiliates' and/or a Customer's data or systems, in each case unless the Buyer and/or a Customer (as applicable) has provided its prior written consent.

29.2 The Supplier shall notify the Buyer as soon as it becomes aware of any actual or suspected breach of this Clause 29 (Security). The Buyer shall be entitled to investigate any actual or suspected breach, and the Supplier shall cooperate fully with any such investigation and remedy any identified breach as soon as practicable, and at its own cost.

29.3 The Supplier shall notify the Buyer as soon as it becomes aware of any actual or perceived vulnerability in the Buyer's, its Affiliates and/or a Customer's systems.

30 VIRUSES AND HARMFUL CODE PROTECTION

30.1 The Supplier shall use on its systems and operate in accordance with Good Industry Practice industry-standard anti-virus software with up-to-date virus definitions.

30.2 The Supplier must use all reasonable efforts to ensure that no computer program virus, Trojan horse, time bomb, back door device, or other code that is harmful, destructive, disabling or which enables unauthorised access to, or use or modification of, any of the Buyer's, its Affiliates and/or a Customer's systems or associated data, or otherwise disrupts or impairs the normal operation of any of the Buyer's, its Affiliates and/or a Customer's systems (Harmful Code) is:

(i) contained in any Goods or Deliverables developed by the Supplier or its suppliers and/or Supplier Equipment which is utilised in the course of providing the Services; or

(ii) otherwise introduced by the Supplier in connection with the provision of the Goods, Deliverables and/or Services.

Procedure if harmful code is found

30.3 If any Harmful Code is found by the Supplier to have been introduced into any of the Buyer's, its Affiliates or any Customer's systems, the Supplier must report that fact to the Buyer as soon as the Supplier becomes aware of it and provide all information reasonably requested by the Buyer and which it is capable of providing in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have.

30.4 The Supplier shall provide all reasonable co-operation to the Buyer in taking the necessary remedial action to eliminate Harmful Code introduced into the Buyer's, its Affiliates and/or a Customer's systems.

30.5 Where reasonably requested by the Buyer, the Supplier shall remove the Harmful Code from all Deliverables, Customer Equipment and Buyer, Buyer Affiliate or Customer systems (or such of them as the Buyer may specify) and remedy any consequences of the introduction, execution or proliferation of the Harmful Code.

31 WAIVER AND REMEDIES

31.1 A failure to exercise or delay in exercising a right or remedy provided by this Agreement, a Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement, a Contract or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

32 ASSIGNMENT AND SUBCONTRACTING

32.1 The Supplier shall not assign, transfer or subcontract this Agreement or a Contract or any part thereof to another person without the express written permission of

(i) the Buyer (such consent not to be unreasonably withheld or delayed) and

(ii) if the Buyer has notified the Supplier that the Supplier or a Supplier Affiliate is a Material Subcontractor, of the relevant Customer.

Assignment

32.2 The Buyer may assign its interest in this Agreement and any Contract to any Affiliate or where it amalgamates with or transfers its business into another company to such company. If the assignee shall cease to be a Buyer Affiliate, the Buyer shall ensure that it reassigns the Agreement and/or Contract back to the Buyer or to another Buyer Affiliate.

32.3 The Buyer may (upon a Customer's or a Customer's appointed representative's request) assign, or otherwise transfer any of the Buyer's rights and/or obligations under this Agreement and any Contract to the Customer and/or any Replacement Supplier.

32.4 Any direct impact to this Agreement and/or a Contract as a consequence of Clause 32.3 shall be assessed by the Supplier and the Buyer and any changes to the Agreement and/or Contract and/or relevant Goods and/or Services shall be agreed via the Change Control Procedure.

Subcontracting

32.5 Any changes to subcontracting arrangements during the Term of this Agreement or any Contract require the Buyer's prior written consent (not to be unreasonably withheld or delayed).

32.6 The Buyer may withhold or delay its consent to the use of any subcontractor if:

32.6.1 the Buyer reasonably believes there is a conflict of interest with the Buyer, a Buyer Affiliate and/or a Customer, or that the Buyer and/or a Customer reasonably regards the subcontractor to be a competitor of the Buyer, a Buyer Affiliate or a Customer;

32.6.2 the appointment of a proposed subcontractor will materially prejudice the provision of the Services;

32.6.3 the proposed subcontractor has committed breaches of security or of obligations relating to protection or confidentiality of data, or any other sufficiently serious breach of contract in relation to the Buyer, a Buyer Affiliate and/or a Customer in the previous 24 months;

32.6.4 the proposed subcontractor does not have sufficient staff with appropriate security clearance; or

32.6.5 the proposed subcontractor processes In-Scope Personal Data in a location not permitted by the applicable Prime Contract.

32.7 The Supplier shall provide the Buyer with the following information about any proposed subcontractor in sufficient time to enable the Buyer to undertake an assessment of such proposed subcontractor and where the Buyer consents to such subcontractor shall include the following in the applicable Contract:

32.7.1 its name, registered office and company registration number;

32.7.2 of the purposes for which the proposed subcontractor shall be employed, including the nature of any services to be provided by the proposed subcontractor; and

32.7.3 any further information reasonably requested by the Buyer.

Retention of Legal Obligations

32.8 Notwithstanding any consent provided by the Buyer under Clause 32.5 to subcontract, the Supplier shall remain responsible for all acts and omission of its subcontractors, and the acts and omission of those employed or engaged by its subcontractors, as if they were its own.

32.9 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, staff, agents and its subcontractors' employees, staff and agents also do, or refrain from doing, such act or thing.

33 NOTICES

33.1 Unless this Agreement provides otherwise, any notice to be given under or in connection with this Agreement will be in writing and will be sufficiently given if hand delivered, emailed (provided that such email is confirmed by letter sent within 1 Business Day of the date of such email), posted to:

In case of Buyer:

Address: COMPUTACENTER France
229 rue de la Belle Etoile
ZI Paris Nord 2 Roissy en France
95934 Roissy CDG Cedex
France

Attention: Directeur Juridique

Email: MB.Legal.FR@computacenter.com

In case of Supplier:

Address:

Attention:

Email:

33.2 The notice shall become effective on the date the notification was received or such later date as may be specified in the notice.

34 VARIATION

34.1 No amendment, variation or waiver of this Agreement or any Contract shall be considered valid unless in writing and duly executed by or on behalf of all of the parties to it.

34.2 No variation shall unless expressly stated constitute a general waiver of any provision of this Agreement or any Contract nor shall it affect any rights or obligations under this Agreement or Contract which have already accrued up to the date of variation, and the rights and obligations of the parties under the Agreement or Contract shall remain in full force and effect, except and only to the extent that they are so varied.

35 SEVERABILITY

35.1 Each of the provisions of this Agreement and each Contract is severable. If a provision is held to be or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then:

- 35.1.1 to the extent that it is illegal, invalid or unenforceable, it shall be deemed not to be included in this Agreement or the Contract, and it shall not affect or impair the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement or the Contract; and
- 35.1.2 the parties shall use all reasonable endeavours to agree and replace it with a valid and enforceable substitute provision or provisions, with an effect as close as possible to the intended effect of the illegal, invalid or unenforceable provision.

36 NO PARTNERSHIP

36.1 No provision of this Agreement or any Contract creates a partnership between the parties thereto or makes such a party the agent of the other party for any purpose. A party has no authority to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

37 MEASURES AGAINST CONCEALED WORK

37.1 In accordance with the regulations against concealed work, the Supplier agrees to provide the following documents before the signing of this Agreement and nay Contract, which the Supplier will post on the website www.myprocurement.fr :

- an attestation of the provision of social declarations and payment of social taxes and contributions from the social administration;
- a certificate justifying the Supplier's registration in the Trade and Companies Register;
- a standard quotation or advertising or professional document;
- a PI and general insurance certificate;
- the list of names of its foreign employees who participate to the provision of the Services;
- a certificate of the provision of declarations and payment of taxes from the tax administration.

37.2 The Supplier undertakes that these documents posted on the website www.myprocurement.fr are always less than 6 months old.

38 FURTHER ASSURANCE

38.1 Each Party will do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement and each Contract at its own cost and expense (including executing any licences or assignments in a form reasonably required to give full effect to the licences and ownership rights set out in Clause 12 (Intellectual Property Rights)).

39 ENTIRE AGREEMENT

39.1 Each of the Parties specifically agrees that this Agreement and each Contract contains the entire contract and agreement between the parties thereto relating to its subject matter and supersedes all previous written or oral statements relating to it.

39.2 The Parties acknowledge and agree that:

(i) they have not been induced to enter into this Agreement or any Contract by any representation, warranty or other assurance not expressly incorporated into it, or any advertisement or other external communication; and

(ii) except in the case of fraudulent misrepresentation, their only rights and remedies relating to any representations, warranties or other assurances shall be for breach of the terms of this Agreement and/or the relevant Contract, and that all other rights and remedies are hereby expressly excluded.

40 COUNTERPARTS

40.1 The Agreement and each Contract may be executed in any number of counterparts, and by each party thereto on separate counterparts, but shall not be effective until each party thereto has executed and delivered at least one counterpart to the other parties. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement or a Contract by e-mail attachment shall be an effective mode of delivery.

41 GOVERNING LAW

41.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted in accordance with French law and the Parties submit to the exclusive jurisdiction of the courts of Paris.

41.2 Each Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with Clause 41.1 unless expressly stated otherwise therein.

42 CUSTOMS, EXPORT CONTROL AND SANCTIONS

42.1 Unless otherwise agreed in writing in advance, the Supplier shall be the importer of record for all Goods and shall be responsible for the import (including all customs and import formalities) of such Goods into the applicable Territory.

42.2 The Supplier shall provide the Goods, Deliverables and Services in accordance with all applicable export control laws and economic sanctions laws and regulations of the United States, the United Kingdom, the European Union and its Member States. Supplier shall further ensure by continuous appropriate measures that there will be no infringement of a sanction or embargo imposed by the relevant jurisdictions in relation to its provision of the Goods.

42.3 The Supplier undertakes to identify all Goods subject to export control regulations and to provide all information in respect of such Goods that is of relevance for export controls, including the classification of said Goods under export control law.

42.4 Where the Buyer or a Buyer Affiliate elects to export such Goods from such Territory subsequent to purchase by the Buyer and delivery by the Supplier, the Buyer shall and shall procure that the Buyer Affiliate shall comply with all Applicable Law relating to the export of such Goods including in particular any export restrictions imposed by any competent government authority.

Signed for and on behalf of SUPPLIER:

Authorised Signature:

Print Name:

Job Title:

Date:

Signed for and on behalf of BUYER: COMPUTACENTER
FRANCE

Authorised Signature:

Print Name:

Job Title:

Date:

APPENDIX A – DATA PROTECTION

1 DEFINITIONS AND INTERPRETATION

1.1 In this Appendix A (Data Protection), unless the context otherwise requires:

Data Protection Laws means:

(i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (**General Data Protection Regulation**), including any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by Member States of the EEA pursuant to specific rights or powers contained within the General Data Protection Regulation;

(ii) the law of January 6, 1978 relating to data processing, files and freedoms; together with

(iii) any replacement legislation or any equivalent legislation of any other applicable jurisdiction and all other applicable laws and regulations in any relevant jurisdiction relating to the processing of personal data and privacy;

Standard Contractual Clauses means the standard contractual clauses approved by European Commission decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (but which shall exclude any contractual clauses designated by the European Commission as optional in that decision), as amended or replaced from time to time by the European Commission and in respect of In-Scope Personal Data originating from the UK, as modified by the UK Addendum;

Sub-processor means any third party appointed to process In-Scope Personal Data (as defined in Paragraph 2.1) on behalf of the Supplier;

the terms **controller, processor, data subject, personal data, processing** (and **process**) and **special categories of personal data** shall have the same meaning as is given to them under the Data Protection Laws; and

all references to **personal data** shall be to personal data in respect of which the Buyer is the controller or, pursuant to a Prime Contract, is the primary processor;

UK Addendum means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018.

2 RELATIONSHIP OF THE PARTIES

2.1 The Buyer hereby appoints the Supplier as processor or sub-processor in relation to the personal data that is the subject of a Contract as described in the relevant Statement of Work, Exhibit or Order (the **In-Scope Personal Data**).

2.2 The Buyer shall not disclose (and shall not permit any data subject to disclose) any:

2.2.1 special categories of personal data;

2.2.2 In-Scope Personal Data in relation to criminal convictions and offences; or

2.2.3 payment card information,

to the Supplier for processing that are not expressly disclosed in the relevant Statement of Work, Exhibit or Order.

2.3 The Buyer shall not disclose (and shall not permit any data subject to disclose) to the Supplier any personal data which is not required for the Supplier to perform its obligations under the relevant Contract.

2.4 To the extent that the Buyer and the Supplier shall exchange and process personal data with each other on a controller to controller basis then the Buyer and the Supplier shall each:

2.4.1 protect that data according to the Computacenter Technical and Organisational Measures or equivalent: <https://www.computacenter.com/supplier-standards-tom>; and

2.4.2 promptly notify each other upon becoming aware of:

(i) any security breach (actual or threatened) that affects the personal data of the other party, and assist with subsequent investigation, mitigation and (where applicable) remediation;

(ii) notification to either a supervisory authority or data subject(s) regarding the breach;

(iii) any data subject access request received from an individual regarding personal data provided by the other party prior to responding to that request; and/or

(iv) any legally binding request for disclosure of this personal data by a regulatory or enforcement authority, unless such notification is expressly prohibited under the relevant regulations.

2.5 To the extent that the Buyer and the Supplier jointly determine the purposes and means of processing of any personal data under the relevant Contract, they shall each:

2.5.1 comply with Paragraphs 2.4.1 and 2.4.2; and

2.5.2 implement any additional Clauses that are necessary to comply with Article 26 of the General Data Protection Regulation.

3 OBLIGATIONS OF THE PROCESSOR

3.1 The Supplier shall process the In-Scope Personal Data for the purposes described in the relevant Statement of Work, Exhibit or Order only on behalf of the Buyer and in compliance with the Buyer's lawful instructions set out in the relevant Statement of Work, Exhibit or Order (the **Permitted Purpose**).

3.2 The Supplier shall:

3.2.1 have appropriate operational and technological processes and procedures (as further described in the relevant Statement of Work, Exhibit or Order) in place to safeguard against any unauthorised or unlawful access, loss, destruction, alteration, theft, use or disclosure of the In-Scope Personal Data (each a **Security Incident**) and shall only involve employees to process In-Scope Personal Data who have had sufficient and adequate training pertinent to the care and handling of personal data;

- 3.2.2 only authorise any person to process the In-Scope Personal Data (including the Supplier's employees, agents and subcontractors) (an **Authorised Person**) if such person is subject to a duty of confidentiality (whether a contractual duty or a statutory duty or otherwise) and all Authorised Persons shall process the In-Scope Personal Data only as necessary for the Permitted Purpose;
- 3.2.3 process the In-Scope Personal Data in accordance with the relevant Data Protection Laws;
- 3.2.4 promptly notify the Buyer without undue delay, and in any event within twenty-four (24) hours:
- (i) regarding any legally binding request for disclosure of the In-Scope Personal Data by a law enforcement authority, if legally possible prior to any such disclosure;
 - (ii) upon becoming aware of a Security Incident and shall provide timely information as the Buyer may reasonably require, including in order for the Buyer and each relevant Customer to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) the Data Protection Laws; and
 - (iii) regarding any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- 3.2.5 on request by the Buyer and at the Buyer's expense, provide reasonable assistance (including by appropriate technical and organisational measures in so far as is possible) to the Buyer and each relevant Customer to enable the Buyer and each such Customer to respond to any requests by data subjects to exercise their rights under the Data Protection Laws (including their rights of access, correction, objection, erasure and data portability, as applicable); and
- 3.2.6 on written request from the Buyer and at the Buyer's expense, provide reasonable assistance to the Buyer and each relevant Customer, to the extent necessary to facilitate the Buyer's and each such Customer's compliance with data protection impact assessment and prior consultation requirements under the Data Protection Laws.
- 3.3 The Buyer and each relevant Customer may carry out audits in accordance with Clause 27 (Buyer Right of Audit) to satisfy the requirements of Article 28(3)(h) of the General Data Protection Regulation.

4 PROCESSING OUTSIDE THE EUROPEAN ECONOMIC AREA, THE UNITED KINGDOM AND SWITZERLAND

4.1 The Supplier shall not transfer personal data to any country or territory outside the European Economic Area (**EEA**), the United Kingdom (**UK**) or Switzerland without the prior written consent of the Buyer, which the Buyer shall be entitled to withhold in its sole discretion and which must be granted by an Authorised Person. Any such transfers authorised by the Buyer on the Effective Date of a Contract shall be listed in the relevant Statement of Work, Exhibit or Order.

4.2 If and to the extent that In-Scope Personal Data originating from the EEA, the UK or Switzerland will be transferred or otherwise processed by or on behalf of the Supplier outside of the EEA, the UK or Switzerland in a country that has not been designated by the European Commission, UK Government or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for personal data, the Supplier and the Buyer shall ensure an adequate level of protection by any of the recognised methods in the applicable Data Protection Laws, including:

- 4.2.1 transferring the In-Scope Personal Data to a recipient that has achieved binding corporate rules authorisation in accordance with applicable Data Protection Laws; or
 - 4.2.2 by entry into the Standard Contractual Clauses;
- 4.3 Where In-Scope Personal Data originating from the EEA, the UK or Switzerland will be processed in a country outside of the EEA, the UK or Switzerland, the Supplier shall:
- 4.3.1 promptly and without undue delay, notify the Buyer and, if directed to do so by the Buyer, the competent EEA, UK or Swiss supervisory authority and affected Customers and data subjects, regarding any request for disclosure of the In-Scope Personal Data by a public authority that is or is potentially legally binding, if legally possible prior to any such disclosure;
 - 4.3.2 disclose In-Scope Personal Data pursuant to a request from a public authority only:
 - (i) to the extent the Supplier reasonably considers it is legally obliged to do so, having given due consideration thereto, and wherever possible, having used all reasonable endeavours to resist (through interim relief and/or other available means) and contest the request for disclosure, including on the basis of incompatibility with EEA, UK or Swiss Data Protection Laws, as applicable; or
 - (ii) with the prior written consent of the Buyer;
 - 4.3.3 provide reasonable assistance and cooperation to data subjects seeking to exercise their rights under EEA, UK or Swiss Data Protection Laws in such country; and
 - 4.3.4 ensure that any onward transfer of the In-Scope Personal Data, whether within such country or to a third country, is subject to an equivalent level of protection of personal data to that afforded by EEA, UK and Swiss Data Protection Laws, as applicable.

4.4 Where In-Scope Personal Data originating from the EEA, the UK or Switzerland will be processed in a country, organisation or territory acknowledged by the data protection authority of the applicable country (which, for countries of the EEA, shall be the European Commission) as a safe country with an adequate level of data protection under the applicable data protection legislation the Supplier shall promptly notify the Buyer and, if directed to do so by the Buyer, each relevant Customer and the affected data subjects, of any changes or potential future changes to the Data Protection Laws of such country which may conflict with the requirements of EEA, UK or Swiss Data Protection Laws, as applicable.

4.5 Where In-Scope Personal Data originating from the EEA, UK or Switzerland is processed in a country which is (i) outside the EEA, UK, Switzerland or (ii) not a country, organisation or territory acknowledged by the data protection authority of the applicable country (which, for countries of the EEA, shall be the European Commission) as a safe country with an adequate level of data protection under the applicable data protection legislation, then:

4.5.1 acting on their own behalf and on behalf of relevant Customers, the Buyer and each relevant Buyer Affiliate are deemed to have entered into the Standard Contractual Clauses with the Supplier; and

4.5.2 additionally, as and where directed by the Buyer, the Supplier shall:

(i) notwithstanding Paragraph 4.5.1, enter into the Standard Contractual Clauses with each relevant Customer; and/or

(ii) procure that each relevant Sub-processor shall enter into the Standard Contractual Clauses with:

a) each relevant Customer or with the Buyer or a Buyer Affiliate acting on behalf of the Customer; and/or

b) the Buyer and each relevant Buyer Affiliate, in each case if so directed by the Buyer, by the Supplier representing and entering into the Standard Contractual Clauses with the Sub-processor on the Buyer's or the Buyer Affiliate's behalf.

4.6 The Standard Contractual Clauses will be prepopulated as follows:

4.6.1 For the purposes of Clause 9 to the Standard Contractual Clauses, in paragraph (a) to MODULE TWO, option 1 shall be selected;

4.6.2 For the purposes of Clause 9 to the Standard Contractual Clauses, in paragraph (a) to MODULE THREE, option 1 shall be selected;

4.6.3 For the purposes of Clause 11(a) to the Standard Contractual Clauses, the optional text shall not apply;

4.6.4 For the purposes of Clause 17 to the Standard Contractual Clauses:

(i) option two shall be selected; and

(ii) governing law shall be:

a) where the law governing this Agreement is the law of an EU member state, Switzerland or the UK, such governing law; and

b) otherwise, the law of France.

4.6.5 Part A of Annex I to the Standard Contractual Clauses shall be deemed to be prepopulated with the name and contact details of the relevant data exporter and data importer, the "activities relevant to the data transferred under the clauses" shall be as required to perform the applicable party's applicable obligations pursuant to or in connection with this Agreement and the applicable Contract(s) and the role of the parties shall be as specified in this Agreement and the applicable Contract(s); For the purposes of Part B of Annex I to the Standard Contractual Clauses the categories of data subjects, categories of personal data transferred, sensitive data transferred, frequency of transfer, nature of the processing, purpose(s) of the data transfer and further processing, period for which the personal data will be retained and, for transfers to (sub-)processors, nature and duration of the processing are deemed to be those described in the relevant Contract or, where none are described, those required for the data importer to perform its obligations in connection with the relevant Contract; and

4.6.6 For the purposes of Part C to Annex I to the Standard Contractual Clauses, the supervisory authority shall be:

(i) In respect of Customer personal data:

a) where the applicable Customer is located within the EU, Switzerland or the UK, the supervisory authority in such country which regulates the applicable Customer;

b) where Customer has designated a supervisory authority pursuant to Article 27(1) of the General Data Protection Regulation, such supervisory authority; and

c) otherwise, the CNIL;

(ii) In respect of Buyer personal data:

a) for Buyer Affiliates located within the EU, Switzerland or the UK, the supervisory authority which regulates such Buyer Affiliate; and

b) where such Buyer Affiliate has designated a supervisory authority pursuant to Article 27(1) of the General Data Protection Regulation, such supervisory authority; and

c) otherwise, the CNIL.

4.6.7 Annex II to the Standard Contractual Clauses shall be deemed to be prepopulated with the relevant Customer's technical and organisational measures or, where none are specified, the Buyer's standard technical and organisational measures as set out at <https://www.computacenter.com/dataprotection/standardtoms>, or equivalent.

4.6.8 Annex III to the Standard Contractual Clauses shall be deemed to be prepopulated with the name, address and contact details of such subprocessors and the description of processing to be performed by such subprocessors in each case as expressly agreed in writing between the authorised representatives of the parties from time to time.

4.6.9 Where the UK Addendum also applies, it shall be deemed to be prepopulated as follows:

(i) At Table 1 of the UK Addendum, "Start Date" shall be "the effective date or, where no effective date is stated, the date of last signature, of the applicable contract", "Parties Details" and "Key Contact" shall be deemed to be prepopulated with the name and contact details of the relevant data exporter and data importer;

(ii) Table 2 of the UK Addendum shall be deemed to be prepopulated as follows:

a) At "Addendum EU SCCs", the option "the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:" shall be selected; and

b) the remainder of the table shall be prepopulated to reflect the Standard Contractual Clauses as prepopulated by the remainder of this Agreement and the applicable Contract;

(iii) Table 3 of the UK Addendum shall be prepopulated as follows:

a) "Annex 1A: List of Parties" shall be completed with the names of the applicable parties to the applicable Contract;

b) "Annex 1B: Description of Transfer" shall be as described in the relevant Contract or, where this is not described, as required for the data importer to perform its obligations in connection with the relevant Contract;

(iv) Annex II shall be completed with the relevant Customer's technical and organisational measures or, where none are specified, the Buyer's standard technical and organisational measures as set out at <https://www.computacenter.com/dataprotection/standardtoms>, or equivalent;

(v) Annex III shall be completed with the list of subprocessors agreed between the parties in writing from time to time;

(vi) At "Ending the IDTA when the Approved Addendum changes", the "the Exporter" shall be selected but for clarity where the Supplier or a Supplier Affiliate is the exporter it shall exercise this right only where so directed by the Buyer;

(vii) Part 2 shall be left blank unless specifically agreed otherwise in writing.

4.7 Nothing in the relevant Contract shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

5 SUB-PROCESSING

5.1 The Supplier shall not engage any Sub-processor to fulfil the Supplier's contractual obligations under any Contract or to provide services to the Buyer on the Supplier's behalf without the prior specific written consent of the Buyer, which it shall be entitled to withhold in its sole discretion and which must be granted by an Authorised Person. Any Sub-processors authorised by the Buyer on the Effective Date of a Contract shall be listed in the relevant Statement of Work, Exhibit or Order.

5.2 The Buyer acknowledges that it may not always be possible to impose data protection terms on any Sub-processor which are identical to those provided for by this Appendix A (Data Protection). However, the Supplier confirms that the data protection terms with such Sub-processor shall comply with the requirements of the applicable Data Protection Laws and shall prohibit such Sub-processor from further subcontracting its obligations without the prior written consent of the Buyer, which it shall be entitled to withhold in its sole discretion and which must be granted by an Authorised Person.

6 RETURN OF IN-SCOPE PERSONAL DATA

6.1 At the request of the Buyer, including upon termination or expiry of each Contract, the Supplier shall promptly destroy or return to the Buyer all relevant In-Scope Personal Data (including all copies of the In-Scope Personal Data) in its possession or control. This requirement shall not apply to the extent that:

6.1.1 the Supplier is required by any applicable law to retain some or all of the In-Scope Personal Data; or

6.1.2 such In-Scope Personal Data is required by the Supplier to perform any continuing obligations in accordance with the relevant Contract.

7 INDEMNITY

7.1 The Supplier shall indemnify and hold harmless the Buyer and each Buyer Affiliate against any and all claims, losses, liabilities, fines, penalties, expenses and costs suffered or incurred as a result of any breach by the Supplier of any of its obligations under this Appendix A (Data Protection).

8 BUYER RESPONSIBILITIES

8.1 The Buyer shall be responsible for ensuring that:

8.1.1 it has complied, and will continue to comply, with the Data Protection Laws;

8.1.2 all In-Scope Personal Data has been, and will continue to be, collected and processed in accordance with the notice, consent and other requirements of the Data Protection Laws (and, where applicable, the collection and processing has been notified to the relevant authorities);

8.1.3 it has, and will continue to have, the right to transfer, or provide access to, the In-Scope Personal Data to the Supplier and the Sub-processors for processing for the Permitted Purpose, and that such processing by the Supplier and the Sub-processors will not breach the Data Protection Laws; and

8.1.4 its instructions to the Supplier in respect of the processing of the In-Scope Personal Data are lawful and will not create legal or regulatory liability on the part of the Supplier or any Sub-processor if followed.

8.2 The Buyer shall provide the Supplier with any reasonable assistance and information it requires in order to comply with Data Protection Laws and, without prejudice to the foregoing, shall share any documentation or details of transfers of personal data (to the extent relevant to the Services) that it is obliged to create or maintain as controller, to the extent requested by the Supplier.

APPENDIX B – PRO FORMA [SERVICE DESCRIPTION / SPECIFICATION / PROGRAMME TERMS]

EXHIBIT	Xx
Agreement Number	PGS000000xxx
Exhibit Description	[Description and/or Specification of the Goods and/or Deliverables and/or Services / Programme terms / Other]
Exhibit Effective Date	Xx xxx xxx

[Complete if necessary]

1 DEFINITIONS

2 OVERVIEW

- High level overview of what is being provisioned, Supplier programme

3 SERVICE DESCRIPTION / SPECIFICATION / PROGRAMME TERMS

- Required Goods, Deliverables, Services, activities, outcomes, authorisation
- Required skills, languages, training
- Order process
- Territory

4 [DEPENDENCIES / RESTRICTIONS]

5 [SERVICE LEVELS AND SERVICE HOURS]

- Days and hours of coverage
- SLAs / key performance indicators
- Consequence of non-performance, Service Credits

6 CHARGES

- Base rates, overtime rates, expenses, currency, volume discounts and/or rebates
- Indexation

7 [Key contacts, escalation path]

Signed for and on behalf of **INSERT NAME SUPPLIER:**

Authorised Signature:

Print Name:

Job Title:

Date:

Signed for and on behalf of **INSERT NAME BUYER:**

Authorised Signature:

Print Name:

Job Title:

Date:

[ANNEX [X] – DATA PROCESSING PARTICULARS]

[If applicable, utilise the Pro Forma Data Processing Particulars set out in Appendix E of this Agreement]

[ANNEX [X] – APPROVED SUBCONTRACTORS]

- name, registered office and company registration number
- Territory
- [details of the purposes for which the subcontractor is employed, including the nature of any services provided by the subcontractor]

APPENDIX C – PROFORMA STATEMENT OF WORK

RECITALS

Computacenter (UK) Limited (“Buyer”) and [SUPPLIER] (“Supplier”) are parties to Terms and Conditions for the Provision of Goods and Services, Agreement Number <insert number> Effective Date <insert date> (“PGS” or “Agreement”). This Statement of Work (“SOW”) and the PGS together comprise a Contract between the Parties.

1 DEFINITIONS

2 SERVICE OVERVIEW

- High level overview

3 TERM

- Start, length, extension, termination

4 SERVICE DESCRIPTION

- Required activities and/or outcomes and/or Deliverables
- Required skills and languages

5 SERVICE LEVELS AND SERVICE HOURS

- Days and hours of coverage
- SLAs / key performance indicators
- Consequence of non-performance, Service Credits

6 SITES

7 CHARGES

- Base rates, overtime rates, expenses, currency
- Indexation

8 INVOICE SUBMISSION PARTICULARS

- Currency exchange mechanism
- Invoicing schedule and reporting

9 CONTRACT MANAGEMENT

- Key contacts, escalation path

Signed for and on behalf of **INSERT NAME SUPPLIER**:

Authorised Signature:

Print Name:

Job Title:

Date:

Signed for and on behalf of **INSERT NAME BUYER**:

Authorised Signature:

Print Name:

Job Title:

Date:

ANNEX [X] – PROFORMA CONTRACT CHANGE NOTE

ANNEX [X] – DATA PROCESSING PARTICULARS

[If applicable, utilise the Pro Forma Data Processing Particulars set out in Appendix E of this Agreement]

ANNEX [X] – APPROVED SUBCONTRACTORS

- name, registered office and company registration number
- Territory
- [details of the purposes for which the subcontractor is employed, including the nature of any services provided by the subcontractor]

ANNEX [X] SPECIAL TERMS

- Flow down of specific Customer obligations
- Conditions superseding PGS terms

APPENDIX D – PRO FORMA AGREEMENT CHANGE NOTE

Agreement Change Note

This Agreement Change when fully executed by both parties becomes incorporated by reference into the following Agreement

Agreement Number	[]
Buyer	[insert name and full address including any reference to affiliates]
Supplier	[insert name and full address including any reference to affiliates]
Agreement Effective Date	[insert date of Agreement]

Specific Change Note Tracking as follows:

Change Note Number	[insert number]
Change Effective Date	[DAY MONTH YEAR]
Nature of Change	[insert type of change]

<insert text here>

This Agreement Change shall be considered fully executed and binding when authorised representatives of both Parties have signed and dated below.

Signed for and on behalf of **INSERT NAME SUPPLIER:**

Authorised Signature:

Print Name:

Job Title:

Date:

Signed for and on behalf of **INSERT NAME BUYER:**

Authorised Signature:

Print Name:

Job Title:

Date:

APPENDIX E – PRO FORMA DATA PROCESSING PARTICULARS

The Supplier will process the In Scope Personal Data on behalf of Buyer in accordance with [the Agreement/this Exhibit (Service Description)/this SOW/this Order].

Buyer/Customer: Controller / Processor / Data Exporter

Please document Buyer/Customer's activities relevant to the processing:

Provision of personal data as and where required for Supplier to perform its obligations pursuant to [this Agreement/this Exhibit (Service Description)/this SOW/this Order]

Supplier: Processor / Sub-processor / Data Importer – documented instructions

The personal data will be subject to the following processing activities in relation to the provision of the Services (please tick all that apply):

To provide goods and/or services to the Customer	
To provide goods and/or services to Buyer	
To deal with Customer inquiries and complaints	
To deal with Buyer inquiries and complaints	
Transmission, making available to and storage on the Supplier's systems/network servers as required to provide services and/or goods to Buyer and/or Customer	
Operation and maintenance of Customer systems	
Operation and maintenance of Buyer systems	
Other (please specify)	

Duration of Processing

Please document the duration of the processing activities (please tick which scenario applies):

The duration of the Processing corresponds to the duration of the applicable Contract	
Other (please specify)	

Categories of data subjects

The personal data to be processed concern the following categories of data subjects (please tick all that apply):

Buyer or its Affiliates' employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)	
Customer's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)	
Buyer's (potential) customers	

Customer's (potential) customers	
Employees of Buyer's (potential) customers	
Employees of Customer's (potential) customers	
Buyer's suppliers/providers/business partners	
Customer's suppliers/providers/business partners	
Employees of Buyer's suppliers/providers/business partners	
Employees of Customer's suppliers/providers/business partners	
Buyer's visitors	
Customer's visitors	
Buyer's agents, consultants and other professional experts (contractors	
Customer's agents, consultants and other professional experts (contractors	
Others (please specify)	

Types of data

The personal data to be processed concern the following types of data (please tick all that apply):

Personal data (name, address, title, degree, date of birth)	
Contact details (telephone number, mobile phone number, email address, fax number, address data)	
System access / usage / authorization data	
Other (please specify)	

Special categories of data (if appropriate)

The personal data to be processed concern the following special categories of data (please tick which scenario applies):

Personal data revealing political opinions	
Personal data revealing religious or philosophical beliefs	
Personal data revealing trade union membership	
Genetic or biometric data	
Data concerning health	
Data concerning a natural person's sex life or sexual orientation	

Personal data relating to criminal convictions and offences	
None of the above	

Technical and Organisation Measures

The operational and technological process and procedures in place to safeguard against Security Incidents are as follows (please tick which scenario applies):

Supplier complies with the Standard Technical and Organisational Measures in full as set out in https://www.computacenter.com/dataprotection/supplierstandardtoms/ (the "Standard TOMs")	
Supplier complies with its own Technical and Organisational Measures which provide at least an equivalent standard of protection to the Standard TOMs (please provide)	

Sub-processors

The following sub-processors may be appointed to process In-Scope Personal Data where and to the extent authorised under the applicable Agreement or otherwise agreed in writing:

Supplier's Sub-processors (including Supplier Affiliates) established in a Member State or a country considered by the European Commission to have adequate protection:

None:	
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Name of sub-processor	Country location and full address of sub-processor	Services/processing provided by the sub-processor

Data Importers: Supplier's Sub-processors (including Supplier Affiliates) established outside a Member State or countries considered by the European Commission to have adequate protection:

None:	
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Name of sub-processor	Country location and full address of sub-processor	Services/processing provided by the sub-processor

Supplier will notify Buyer and request Buyer's explicit approval by a Buyer Authorised Person of any intended changes.