



## **Terms and Conditions**

## Definitions

1.1 In this Agreement, the following expressions have the following meanings:

<b>“Agreed Purpose”</b>	means the purpose of (i) providing the Services to the Customer in accordance with the provisions of this Agreement.
<b>“Agreement”</b>	means this Framework Agreement including its Schedules.
<b>“Commencement Date”</b>	means the date of this Agreement.
<b>“Documentation”</b>	means the documentation provided by the Supplier to help the Customer use the Services as specified in the relevant Statement of Work.
<b>“Force Majeure Cause”</b>	means a cause that falls within Clause 11 of this Agreement.
<b>“Material Breach”</b>	<p>For the purposes of this Agreement, a “Material Breach” shall mean a breach of this Agreement or any Statement of Work which is serious in nature and goes to the root of the parties’ obligations, including (without limitation) failure to:</p> <ol style="list-style-type: none"> <li>a) deliver Services including AI models, outputs or other technology deliverables, in accordance with the agreed scope, timelines, or specifications;</li> <li>b) provide required reports, Documentation, or governance in accordance with the Agreement; or</li> <li>c) comply with applicable laws or regulatory requirements;</li> </ol>
<b>“Relevant Services Contract Terms”</b>	means, in relation to each type of Service, the set of supplementary terms and conditions set out in a Schedule headed by the name or description of that particular type of Service, and those terms and conditions shall apply to any Statement of Works for that type of Service.
<b>“Service”</b>	<p>means any service(s) of the following type:</p> <ul style="list-style-type: none"> <li>• Professional Services</li> <li>• Software Licensing</li> </ul>
<b>“Services Contract”</b>	means an agreement made for the provision of Service(s) by the Supplier to the Customer and the purchase of the same by the Customer.
<b>“Shared Personal Data”</b>	means data that is provided by one party to the other in respect of a Neologik Consultant providing Services to the Customer.
<b>“Statement of Works”</b>	means a document attached as an Exhibit to a Services Contract which details Services to be performed and delivered under this Agreement.

<b>“Term”</b>	means the term of this Agreement including its Schedules.
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- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or similar means;
  - b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - c) “Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
  - d) a Schedule is a schedule to this Agreement;
  - e) an Appendix is an appendix to the Schedule
  - f) an Exhibit is an annex to a Services Contract; and
  - g) a "party" or the "parties" refer to the parties to this Agreement.
- 1.3 Reference in this Agreement to a Clause or paragraph is a reference to a Clause or paragraph of this Agreement (other than the Schedules)
- 1.4 Reference in a Services Contract to a Clause or paragraph is a reference to a Clause or paragraph of that Services Contract;
- 1.5 Where any provision of this Agreement is deemed by this Agreement also to be incorporated in a Services Contract, then where there is any reference in this Agreement to “this Agreement”, that reference shall in that Services Contract be deemed to refer instead (as necessary or appropriate to give proper effect to that Services Contract as intended by this Agreement) to “the Services Contract”.
- 1.6 The headings used in this Agreement and in a Services Contract are for convenience only and shall have no effect upon the interpretation of it.
- 1.7 Words imparting the singular number shall include the plural and vice versa.
- 1.8 References to any gender shall include the other gender.
- 1.9 References to persons shall include corporations.

## **2. Purpose of this Agreement**

The purpose of this Agreement is to:

- a) provide a means whereby the parties may enter into Services Contracts;
- b) provide the framework to administer each Services Contract; and
- c) set out the terms and conditions that are to apply to each Services Contract.

## **3. Term**

This Agreement shall take effect on the Commencement Date and end on the fifth anniversary of the Commencement Date unless sooner terminated in accordance with the provisions of this Agreement.

## **4. Scope of this Agreement**

- 4.1 This Agreement governs the relationship between the parties in relation to the supply

- of any Service by the Supplier to the Customer;
- 4.2 The parties agree that each Services Contract made for a Service shall be deemed to comprise and incorporate:
- a) the relevant Statement of Works;
  - b) the Relevant Services Contract Terms applicable to that Service as provided by this Agreement, as if those Relevant Services Contract Terms were set out in the Statement of Works; and
  - c) the provisions of this Agreement such that those provisions shall apply and be interpreted in that context in such manner as best achieves the proper purpose of this Agreement and the Services Contract.
- 4.3 No additional or other terms and conditions of or communicated by or on behalf of either party to the other party shall be incorporated in any Services Contract nor shall any such terms or conditions be of any effect. In particular, and for the avoidance of doubt, it is hereby confirmed that no Relevant Services Contract Terms shall form part of or apply to a Services Contract for a particular Service if according to this Agreement they are only applicable to another particular type of Service;
- 4.4 Each Services Contract shall be a separate legally binding agreement on the parties;
- 4.5 Unless and until a Services Contract for any particular Service is entered into by the parties, there shall be no binding agreement between them in relation to that Service;
- 4.6 The term of each Services Contract shall be as provided by that Services Contract, it shall expire or be terminated in accordance with the terms of that Services Contract and, unless otherwise agreed in writing by both parties, that Services Contract may validly provide for it to extend beyond the expiry or termination of this Agreement, and the expiry or any termination of this Agreement shall not have the effect of terminating any Services Contract; and
- 4.7 If there is any conflict or inconsistency between the documents forming part of a Services Contract, the following order of precedence shall apply (in descending order):
- a) the applicable Statement of Work (but only in respect of commercials, scope, delivery dates, deliverables, acceptance criteria and project-specific requirements);
  - b) where the Services Contract includes licensing or use of the Neologik Platform, Schedule Two (Software Licensing Agreement) (in respect of Platform licensing and Platform usage);
  - c) where the Services Contract includes Professional Services, Schedule One (Professional Services Contract Terms) (in respect of Professional Services);
  - d) the body of this Framework Agreement; and
  - e) any other appendices, annexes or exhibits.

For the avoidance of doubt, a Statement of Work shall not amend or override clauses relating to intellectual property ownership in the Neologik Platform, limitations of liability, confidentiality, data protection, audit, or termination unless the Statement of Work expressly states it is amending the relevant clause and is signed by authorised representatives of both parties.

## 5. Relevant Services Contract Terms

Where the Supplier is to provide, under a Services Contract, a type of Service listed below, the set of Relevant Services Contract Terms shown next to that Service below (and set out in a Schedule) shall apply to that Services Contract but none of the other sets of Relevant Services Contract Terms shall apply to that Services Contract:

Type of Service	Relevant Services Contract Terms and Schedule Number
Professional Services	Schedule One: Professional Services Contract Terms
Software Licensing	Schedule Two: Software Licensing Agreement

## 6. Data Protection

6.1 In this Clause 6:

6.1.1 “Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; and

6.1.2 “personal data means personal data as defined in the UK GDPR

6.2 Each party undertakes that it has an appropriate registration or notification with all and any relevant data protection authorities to the extent required by the Data Protection Legislation.

6.3 To the extent that the Customer and the Supplier collect and otherwise process Shared Personal Data, in whatever form, each party shall comply with all Data Protection Legislation and shall not do anything to cause the other party to be in breach of the Data Protection Legislation in respect of the Shared Personal Data. Without prejudice to any other provisions of this Agreement, any material or persistent breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect on written notice.

6.4 Roles

6.4.1 In relation to Shared Personal Data exchanged for resourcing, onboarding and administration of the Supplier’s personnel, each party acts as an **independent Controller**.

6.4.2 In relation to any Personal Data processed by the Supplier on behalf of the Customer in performing the Services (including support), the Supplier acts as a **Processor** and the Customer acts as **Controller**, and the processing terms in Appendix 1 (Processing, Personal Data and Data Subjects) apply.

6.5 In relation to the Shared Personal Data provided to a party hereunder (“Receiver”) the Receiver shall:

- 6.5.1 ensure that it has all necessary notices and consents in place to enable it to lawfully process of the Shared Personal Data for the Agreed Purposes;
  - 6.5.2 give full information to any data subject whose Personal Data may be processed under this Agreement of the nature such processing;
  - 6.5.3 process Shared Personal Data only for the Agreed Purpose;
  - 6.5.4 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
  - 6.5.5 notify the other party without undue delay and in any event within 48 hours of becoming aware of a Personal Data Breach affecting Shared Personal Data processed under this Agreement;
  - 6.5.6 ensure that all personnel with access to the Shared Personal Data are under obligations of confidentiality in relation to such Shared Personal Data;
  - 6.5.7 only transfer such Personal Data outside the EEA to or from a country which has been assessed by the European Commission (or equivalent UK body) to have an adequate level of protection for the purposes of Article 45 of the General Data Protection Regulation or where appropriate safeguards are in place for the purposes of Article 46 of the General Data Protection Regulation or as permitted by the Data Protection Legislation (such as the execution of European Commission or equivalent UK body approved contractual clauses).
- 6.6 Each party shall
- 6.6.1 promptly inform the other party about the receipt of any data subject access request or complaint which relates to any Shared Personal Data and
  - 6.6.2 provide reasonable assistance to the other Party to assist it to meet a request or complaint made by a Data Subject in respect of such Shared Personal Data in order to meet the relevant Data Subject rights under the Data Protection Legislation;
  - 6.6.3 provide reasonable assistance to the other Party to demonstrate its compliance with the terms of the Agreement and the Data Protection Legislation;
  - 6.6.4 notify the other Party promptly (and in any event within 3 Working Days) if it receives a request from a regulator law enforcement agency or other third party for access to Personal Data (unless legally prohibited); and
  - 6.6.5 cooperate in good faith to investigate, mitigate and remediate any incident affecting Personal Data.
- 6.7 In relation to any request from a Data Subject (who is the subject of Shared Personal Data hereunder) to exercise a right pursuant to articles 15 to 22 of the General Data Protection Regulation (a "DP Request") the following shall apply:
- 6.7.1 If the Supplier receives a DP Request, and reasonably requires co-operation and assistance from the Customer to respond to and action such DP Request:
    - a) the Supplier will respond to and action such DP Request as required under the Data Protection Legislation;
    - b) the Supplier will notify the Customer of such DP Request within 3 Working Days (unless the Data Protection Legislation or other applicable laws and regulations prohibit such notification to the Customer);

- c) the Customer will provide the Supplier with full co-operation and assistance in relation to the DP Request, to the extent necessary for the Supplier to respond to and action the DP Request.
- 6.7.2 If the Customer receives a DP Request, and reasonably requires co-operation and assistance from the Supplier to respond to and action such DP Request:
  - a) the Customer will respond to and action such DP Request as required under the Data Protection Legislation;
  - b) the Customer will notify the Supplier of such DP Request within 3 Working Days (unless the Data Protection Legislation or other applicable laws and regulations prohibit such notification to the Supplier);
  - c) the Supplier will provide the Customer with full co-operation and assistance in relation to the DP Request, to the extent necessary for the Customer to respond to and action the DP Request.
- 6.8 Each party shall provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach in relation to any Shared Personal Data, and the regular review of the parties' compliance with the Data Protection Legislation
- 6.9 Each Party shall ensure that all persons authorised to access, process or otherwise handle any Shared Personal Data have received relevant and up to date training in the handling of Personal Data in accordance with the Data Protection Legislation.
- 7. Insurance**
- 7.1 The Supplier shall maintain in force full and comprehensive insurance policies undertaken with reputable insurers, available to the Customer on request, with the following levels of cover in respect of the provision of Services:
  - 7.1.1 Employers Liability - £10,000,000
  - 7.1.2 Public and Products Liability - £2,000,000
  - 7.1.3 Professional Indemnity including Cyber Liability - £2,000,000
  - 7.1.4 Directors and Officers - £1,000,000
- 8. Liability**
- 8.1 Subject to clause 8.4, each party's total aggregate liability to the other arising out of or in connection with this Agreement and all Services Contracts (whether in contract, tort (including negligence), misrepresentation, restitution, statute or otherwise) shall not exceed 100% of the fees paid in the previous 12 months. For the avoidance of doubt, the insurance levels set out in clause 7 shall not be construed as increasing the liability cap set out in clause 8.
- 8.2 Neither party shall be liable to the other for: (a) loss of profits; (b) loss of revenue; (c) loss of business or opportunity; (d) loss of goodwill; (e) loss of anticipated savings; or (f) any indirect or consequential loss, in each case whether arising in contract, tort or otherwise.
- 8.3 All liability caps and exclusions in this clause 8 apply to the parties' indemnity obligations under this Agreement **except** for (i) Neologik's IP indemnity in clause 9.2

(as limited by clause 9.6), and (ii) liability that cannot lawfully be limited.

- 8.4 Nothing in this Agreement excludes or limits either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be limited or excluded.
- 8.5 For the avoidance of doubt, the Supplier shall not be liable for any claim or loss to the extent it arises from: (a) Customer Data, Customer instructions, Customer systems/environment (including Azure configuration), or Customer's combination of the Services/Platform with third party products not approved in writing by the Supplier; or (b) Customer's use of outputs generated by AI without appropriate human review and validation.
- 8.6 **Employment Taxes:** The Supplier shall be responsible for taxes and statutory deductions properly due and payable by the Supplier in relation to its personnel and shall indemnify the Customer against any **direct liabilities** finally assessed by HMRC which arise solely from the Supplier's failure to account for such sums where the Supplier is legally obliged to do so. This indemnity shall not apply to the extent any liability arises from the Customer's direction or control over the Supplier's personnel such that the Customer is treated as the employer or fee payer under applicable law.
- 8.7 This clause 8 shall survive any termination of this Agreement.

### 9. Indemnity

- 9.1 The Customer shall indemnify the Supplier only against direct losses, damages and reasonable costs or expenses arising solely from the Customer's negligence or wilful misconduct in its use of the Services or breach of this Agreement. For the avoidance of doubt, the Customer shall not be liable to indemnify the Supplier for any indirect, consequential, or speculative losses, or for any loss arising merely from late or non-payment of fees.
- 9.2 Subject to clauses 8 and 9.3–9.7, the Supplier shall indemnify the Customer against direct losses, damages and reasonable costs awarded by a court of competent jurisdiction or agreed in settlement, arising from:
- a) third-party claims for physical damage to tangible property caused by the Supplier's negligence; and
  - b) third-party claims that the Neologik Platform (excluding Customer Data, Customer configuration, and any Customer-built/modified components) infringes UK intellectual property rights (an "IP Claim")..
- 9.3 The indemnities set out in sub-clause 9.1 and 9.2 shall apply provided that in all cases the parties shall:
- 9.3.1 Notify the other as soon as is reasonably possible of any claim, loss or damage;
  - 9.3.2 Consult with the other as to the action to be taken in dealing with any such matters; and
  - 9.3.3 Make no agreement with any third party for the payment of any sum without the prior agreement of the party so notified and consulted, such agreement not to be unreasonably withheld.
- 9.4 The Supplier's indemnity obligations in clause 9.2 shall not apply in any cases where the claim, demand, loss, damage, liability, cause of action, judgment, costs or expense arise as a result of the acts or omissions of the Customer. The Supplier's indemnity shall not apply to the extent any claim arises from the Customer's negligence or wilful misconduct.

- 9.5 In relation to an IP Claim, the Supplier may, at its option and expense:
- c) procure for the Customer the right to continue using the Platform;
  - d) replace or modify the Platform so it becomes non-infringing without materially reducing functionality; or
  - e) if neither (a) nor (b) is commercially reasonable, terminate the affected Platform licence and refund any prepaid subscription fees for the unused portion of the then-current paid period. This clause states the Customer's sole and exclusive remedy for an IP Claim.
- 9.6 The Supplier shall have no liability under clause 9.2(ii) to the extent the IP Claim arises from:
- a) Customer Data or Customer content;
  - b) Customer modifications or Customer-built agents;
  - c) use of the Platform other than in accordance with Documentation or this Agreement; (d) combination with third party products/services not approved in writing by the Supplier; or
  - d) use of non-current versions where the Supplier has made a non-infringing update available.
- 9.7 Neither party shall be liable to indemnify the other for regulatory fines or penalties except to the extent such fines or penalties are finally determined to have been caused solely by that party's breach of law and are recoverable as a matter of law.

### **10. Anti-Bribery and Modern Slavery**

- 10.1 The Supplier and the Customer shall comply with all applicable law, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 or equivalent legislation.
- 10.2 The Supplier and the Customer shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations, including but not limited to the Modern Slavery Act 2015 (together the "Anti-Slavery Laws").

### **11. Force Majeure**

- 11.1 Neither party to this Agreement shall be liable under, or be deemed to be in breach of, this Agreement for any failure or delay in performing their obligations where such failure or delay results from any Force Majeure Cause, that is to say a cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.
- 11.2 In any Services Contract, "Force Majeure Cause" means a cause falling within this Clause 11.
- 11.3 Where a Force Majeure Cause occurs, written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as it becomes aware of the event or occurrence; and in any event within 10 days of the happening of the Force Majeure Cause.
- 11.4 If the delay lasts more than 30 days, either party may immediately terminate this Agreement on written notice. Neither party shall be entitled to any compensation or damages by reason of termination of this Agreement for a Force Majeure Cause

### 12. Termination

- 12.1 Each party has the right to terminate this Agreement between the parties immediately if the other:
- 12.1.1 has committed a material breach of this Agreement or any individual Services Contract unless such breach is capable of remedy, in which case the right to terminate will be exercisable if the other party has failed to remedy the breach within 30 days after a written notice to do so; or
  - 12.1.2 Is in wilful or persistent breach of its obligations under this Agreement or any individual Services Contract; or
  - 12.1.3 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of a bone fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or the other party takes or suffers any similar actions in consequence of a debt.
- 12.2 The Supplier may terminate this Agreement or any individual Services Contract forthwith by notice in writing if:
- 12.2.1 The Customer fails to pay in accordance with relevant clause in the Schedules relating to Fees and Payment, any outstanding and undisputed invoice(s) that remain unpaid 30 days after the due date, provided the Supplier has notified the Customer of the delinquent fees within 15 days after the due date for payment.
- 12.3 The Customer may terminate this Agreement immediately if the Supplier fails to perform the Services in accordance with this Agreement and does not remedy such failure within 30 days after written notice.
- 12.4 Where the Customer alleges the Supplier has failed to deliver the Services materially in accordance with the applicable Statement of Work, the Customer shall provide written notice describing the failure in reasonable detail. The Supplier shall have **30 days** (or such longer period as is reasonable where the failure is not capable of remedy within 30 days, provided the Supplier is working continuously to remedy) to remedy the failure. The Customer may terminate the affected Services Contract (or the relevant part of it) only if the Supplier fails to remedy within that period.
- 12.5 In the event of termination for default committed by the Customer, all payments reasonably incurred up to termination required under this Agreement shall become due and immediately payable.
- 12.6 On termination of a Services Contract for any reason other than the Supplier's uncured material breach, the Customer shall pay: (a) all Fees for Services properly performed up to the effective termination date; and (b) any non-cancellable third-party costs and committed resourcing charges expressly set out in the applicable Statement of Work.
- 12.7 Any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation, or expiration of the Agreement shall survive termination under this clause 12.
- 12.8 On termination or expiry, each party shall, at the other party's written request, return or securely delete the other party's Confidential Information and any Personal Data processed under this Agreement, except that a party may retain copies: (a) in routine electronic backups and archival systems in accordance with its standard retention policies; and/or (b) to the extent required by law, regulation or professional obligations. Any retained information shall remain subject to the confidentiality and data protection obligations of this Agreement and shall be securely deleted in accordance with the retaining party's standard deletion cycles.

Where the Customer requests written certification, the Supplier shall provide certification to the best of its knowledge after reasonable enquiry within 30 days.

### **13. Relationship of the parties**

- 13.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, relationship of employer and employee, or other fiduciary relationship between the parties other than the contractual relationship between the parties expressly provide for in this Agreement.
- 13.2 Neither party shall have any right or authority to do, and shall not do, any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party.
- 13.3 Neologik may refer to the Customer by name and use the Customer's logo on Neologik's website.

### **14. Assignment and Subcontracting**

- 14.1 This Agreement is personal to the parties and, except with the written consent of the other party (such consent not to be unreasonably withheld) neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-license to any third party all or any of its rights or obligations under this Agreement or any Services Contract.
- 14.2 The Supplier may subcontract elements of the Services to qualified subcontractors provided that: (a) the Supplier remains responsible for performance; (b) subcontractors are bound by written obligations of confidentiality and data protection no less protective than this Agreement; and (c) the Supplier provides prior written notice to the Customer. The Customer may object on reasonable grounds related to security, compliance, or conflicts of interest within **5 Business Days** of notice, failing which the subcontractor is deemed approved.
- 14.3 Where, pursuant to Sub-Clause **Error! Reference source not found.**, the Supplier performs all or any of its obligations under this Agreement or all or any part/s of a Service through any third party, it shall remain liable for such performance and shall indemnify the Customer against any loss or damage suffered by the Customer arising from any act or omission of the third party.

### **15. Confidentiality**

- 15.1 For the purposes of this Agreement "Restricted Information" means, in relation to either party, any information which is marked as "Confidential" or "Proprietary" or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure which may include ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical which (whether orally or in writing or any other medium).
- 15.2 Each party undertakes that, except as provided by this Clause 15 or as authorised in writing by the other party, it shall, at all times during the continuance of this Agreement and for three years after its termination:
  - 15.2.1 use its best endeavours to keep confidential all Restricted Information;
  - 15.2.2 not disclose any Restricted Information to any other person;

- 15.2.3 not use any Restricted Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- 15.2.4 not make any copies of, record in any way or part with possession of any Restricted Information; and
- 15.2.5 ensure that none of its directors, officers, employees, agents, representatives or advisers does any act which, if done by that party, would be a breach of any of the provisions of 15.2.1– 15.2.4 above.
- 15.3 Either party may:
- 15.3.1 disclose any Restricted Information to:
- a) any sub-contractor or supplier of that party;
  - b) any governmental or other authority, regulatory body, or court of competent jurisdiction; or
  - c) any director, officer, employee, agent, or representative or adviser of that party or of any of the aforementioned persons;
- to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that party first informing the person in question that the Restricted Information is confidential and (except where the disclosure is to any such body as is mentioned in b) above or any employee or officer of any such body) obtaining and submitting to the other party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Restricted Information confidential and to use it only for the purposes for which the disclosure is made; and
- 15.3.2 use any Restricted Information for any purpose, or disclosure it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that party, provided that in doing so that party does not disclose any part of that Restricted Information which is not public knowledge.
- 15.4 Any Party becoming aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the termination of this Agreement shall immediately inform the other party and shall provide assistance as is reasonable to deal with such an event.
- 16. Entire Agreement**
- 16.1 Save as provided by the following provisions of this Clause 16, this Agreement supersedes all prior agreements, arrangements and undertakings between the parties and it constitutes the entire agreement between the parties relating to its subject matter.
- 16.2 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 16.3 In the event that the parties have entered into a separate confidentiality agreement prior to entering into this Agreement, upon entering into this Agreement, the provisions of clause 15 (confidentiality) and shall bind the parties in respect of any Restricted Information disclosed between the parties on or after signature of this Agreement.
- 16.4 The parties confirm that they have not entered into this Agreement on the basis of or in reliance on any representation that is not expressly incorporated into this Agreement

but nothing in the Agreement is intended to or will limit or exclude either party's liability for fraudulent misrepresentation made by the other.

### **17. Severance**

The parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

### **18. No Waiver**

18.1 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

18.2 A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.

### **19. Third Party Rights**

No part of this Agreement is intended to confer rights on any third parties (including for the avoidance of doubt the Neologik Consultant(s) and the Individual(s) who may provide any Services to the Customer) and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19.1 This Agreement shall continue and be binding on the transferee, successors and assigns of either party as required.

### **20. Set Off.**

The Customer may not set off any amounts against Fees or subscription charges due under this Agreement or any Services Contract except for amounts that are finally determined by a court or agreed in a signed settlement agreement.

### **21. Expenses**

Subject to any agreement in writing to the contrary, each party to this Agreement will pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement and each Services Contract.

### **22. Changes to Terms and Conditions**

The Supplier may from time to time change the terms and/or conditions of any of the sets of Relevant Services Contract Terms by giving the Customer prior notice of such change. Any such changes shall only apply to the Statement of Work submitted after the Customer's acceptance of the revised terms. Statements of Work submitted prior to such notice shall remain governed by the terms in effect at the time of their submission.

### **23. Notices**

23.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice, except for notices delivered by email under clause 23.2.2, which need not be physically signed

but must be sent by an authorised representative.

23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including recorded delivery mail) during normal business hours of the recipient; or

23.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

in each case addressed to the most recent address or e-mail address notified to the other party.

23.3 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing such document to be delivered to the other party at its registered or principal office, or to such other address as may be notified to one party by the other party in writing from time to time.

## 24. Law and Jurisdiction

24.1 This Agreement, and disputes or claims arising out of or in connection with it or its subject matter or formation (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Each party irrevocably agrees that any dispute, controversy, proceedings or claim between the parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

**SCHEDULE ONE**  
**PROFESSIONAL SERVICES**  
**CONTRACT**

## 1. Definitions and Interpretation

1.1 In this Schedule, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Fee(s)”</b>	The sums payable by the Customer to Supplier in consideration of the Professional Services provided. Fees exclude VAT and any other applicable taxes and excludes Supplier’s out of pocket costs in providing Professional Services hereunder.
<b>“Individual(s)”</b>	The individual and /or corporation employed by Supplier who is performing the Professional Services to the Customer.
<b>“Remuneration”</b>	Includes salary, fees, guaranteed and /or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable (and where applicable, non-taxable) payable to or receivable by the Individual(s) for Professional Services rendered to or on behalf of the Customer.
<b>“Professional Services”</b>	The services to be provided by the Supplier through the Individual(s) as specified in the <i>Statement of Works – Professional Services</i> .
<b>“Pre-Contractual Statement”</b>	any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the engagement of the Supplier other than as expressly set out in this agreement or any documents referred to in it.
<b>“Schedule”</b>	Means this schedule including any appendices and annexes hereto.

## 2. The Schedule

2.1 This Schedule and the associated Statement(s) of Works – Professional Services set out the specific terms, scope, and deliverables for the Professional Services to be provided by the Supplier to the Customer under, and subject to (save for Clause 2.2 below) the terms and conditions of the Agreement.

2.2 This Schedule and the associated Statement(s) of Works supplement and shall be read together with, the Agreement. In the event of any inconsistency between this Schedule and the Agreement, the terms of the Agreement shall prevail unless expressly stated otherwise in this Schedule.

2.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Schedule and the associated Statement(s) of Works – Professional Services except in the case of fraudulent misrepresentation or wilful misconduct.

2.4 No variation or alteration to this Schedule and the associated Statement(s) of Works shall be valid unless agreed in writing by authorised representatives of both parties. For administrative changes or clarification, agreement by email from authorised representatives shall be sufficient.

### **3. Professional Services**

3.1 The Supplier shall provide the Services through the Individual(s).

3.2 The Supplier may propose a suitably qualified substitute. The Customer shall not unreasonably withhold or delay approval. Any substitute shall be bound by confidentiality and IP undertakings substantially equivalent to those in this Agreement.

### **4. Fees and Payment**

4.1 The Fee(s) for Professional Services is agreed by both parties as set out in the Statement of Works – Professional Services.

4.2 Unless agreed otherwise in the Statement of Works– Professional Services, upon prior written approval of the Customer, the Individual may submit reasonable expenses in line with the Customer travel and expenses policy. This will be subject to the production of receipts or other appropriate evidence of payment of expenses.

4.3 The Fee is invoiced to the Customer on a monthly basis and payable within fifteen (15) days of the date of Supplier's invoice. Supplier reserves the right to charge interest on any overdue amounts at the rate of 1% per month from the due date until the date of payment.

### **5. The Supplier's Obligations**

5.1 The Supplier shall endeavour to find suitable Individuals to fulfil such requirements as are notified to Supplier by the Customer. Supplier cannot guarantee to find a suitable Individual for each Customer requirement.

5.2 The Supplier shall verify the identity of Individuals prior to introducing them to the Customer and warrants that all Individuals will provide Professional Services with reasonable care and skill and in accordance with good industry practice.

5.3 The Supplier shall be responsible for paying the Individual's remuneration to them and, where relevant, the deduction and payment of income tax and National Insurance contributions in accordance with the Income Tax (Earnings and Pensions) Act 2003. Under no circumstances shall the Customer make payment to the Individual directly.

5.4 The Supplier will indemnify and keep indemnified the Customer against all claims and losses arising out of or in accordance with any breach of the obligations set out in Clause 5.3 above.

5.5 The Supplier warrants that:

- a) The data used in RAG, indexing, or prompt grounding within the Customer deployment will be representative of the source content provided by the Customer or approved data sources;
- b) The Neologik Platform incorporates quality and performance metrics aligned with Azure AI Foundry best practices; and
- c) Output confidence indicators and system limitations will be disclosed within the Neologik Platform interface or Documentation.

## **6. The Customer's Obligations**

- 6.1 The Customer shall provide to Supplier all information which is reasonably required for Supplier to provide the Professional Services. The Customer shall use its reasonable endeavours to ensure that information is complete, accurate and up-to-date.
- 6.2 The Customer shall use reasonable endeavours to ensure that all information provided to Supplier does not contain any material which infringes the rights of any third parties, including, but not limited to, intellectual property rights.
- 6.3 The Customer shall ensure that the Individual(s) is accorded access to any of the Customer's premises, information data or personnel and use of any equipment which is reasonably necessary for the completion of the Professional Services.

## **7. Other Activities**

- 7.1 Nothing in this agreement shall prevent the Supplier or the Individual(s) from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this Agreement provided that:
  - 7.1.1 such activity does not cause a breach of any of the Supplier's obligations under this Agreement;
  - 7.1.2 the Supplier shall not, and shall procure that the Individual(s) shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Customer without the prior written consent of the Customer; and
  - 7.1.3 the Supplier shall notify the Customer promptly of any intended engagement that may be reasonably regarded as competitive;
  - 7.1.4 the Supplier shall use reasonable efforts to prioritise the provision of Services to the Customer over other business activities;
  - 7.1.5 The Supplier shall remain solely responsible for the manner and method of providing the Services; and
  - 7.1.6 The Supplier is not controlled in any way as to the manner in which it provides the Services.

## 8. Intellectual Property

### 8.1 Definitions

- a) **“Background IP”** means all intellectual property owned or developed by a party independently of the Services (including pre-existing materials, tools, software, templates, system prompts, orchestration logic, workflows, know-how, and methodologies) and all modifications and improvements to the same that are not specific to the Customer’s Confidential Information.
- b) **“Deliverables”** means the specific written outputs, reports, configurations or other items expressly identified as deliverables in the applicable Statement of Work, excluding the Neologik Platform.

### 8.2 Ownership

- a) The Supplier retains all right, title and interest in its Background IP and the **Neologik Platform**
- b) The Customer retains all right, title and interest in Customer Data and the Customer’s Background IP.
- c) Subject to clause 8.3, the Supplier grants the Customer a perpetual, worldwide, non-exclusive, royalty-free licence to use the Deliverables created and delivered to the Customer under the Statement of Work for the Customer’s internal business purposes.

If (and only if) a Statement of Work expressly states “Deliverables are assigned”, then the Supplier assigns to the Customer all IP rights in the Deliverables (excluding Neologik Background IP), on creation, subject to payment in full of all Fees due.

The Supplier may use general skills, knowledge, experience and know-how retained in the unaided memory of its personnel (“Residuals”), and may reuse non-Customer-specific components, ideas and techniques developed in the course of providing the Services, provided the Supplier does not disclose or use the Customer’s Confidential Information.

To the extent Deliverables incorporate third-party or open-source materials, those materials are licensed to the Customer on their applicable licence terms. The Supplier shall provide, on request, a list of material third-party components included in the Platform.

The Supplier shall use reasonable efforts to procure that relevant personnel assign to the Supplier rights in work products created in providing the Services and waive moral rights to the extent permitted by law.

**SCHEDULE TWO**

**SOFTWARE LICENSING AGREEMENT**

## SOFTWARE LICENSE AGREEMENT Formation and Legal Status

### 1. Binding effect through use

These General Terms and Conditions (“Terms”) govern the access to and use of the Neologik Platform (the “Platform”) by any organisation that deploys or operates the Platform in a live or production environment. By commencing Production Use of the Platform, you confirm your acceptance of and agreement to be legally bound by these Terms, whether or not a separate licence document has been signed.

#### 1.1 Parties

These Terms are entered into between Neologik Limited, a company incorporated in England and Wales under company number 14083000 with its registered office at 3rd Floor, 86–90 Paul Street, London, EC2A 4NE (“Neologik”) and the entity deploying and using the Platform (“Customer”).

#### 1.2 Relationship with other agreements

Where a Framework Agreement or Statement(s) of Work exists between the parties, these Terms govern the licensing and use of the Neologik Platform. The order of precedence in clause **Error! Reference source not found.** of the Framework Agreement shall apply.

### 2. Definitions

In this Agreement, the following expressions have the following meanings:

“Agent”	means an individual AI agent deployed on the Neologik Platform
“Business Hours”	means 9:00 to 17:00 UK time, Monday to Friday (excluding UK public holidays).
“Confidential Information”	means information disclosed by either Party that is marked or reasonably considered confidential.
“Customer Agent”	means an Agent developed independently by the Customer without Neologik proprietary tools, templates or professional services, which shall not incur per-Agent licence fees but may only operate where the Customer holds a valid Platform subscription.
“Customer Built Agent”	means an AI agent independently configured or developed by the Customer using its own tools or logic.
“Licensed Agent”	means an Agent subject to per-Agent licence fees under this Agreement developed by Neologik for the Customer and subject to per-Agent license fees under this Agreement.
“Neologik Platform” or Platform	means Neologik’s proprietary AI software application deployed within the Customer’s Microsoft Azure tenant.
“Production Use”	means the live operational use of one or more Agents in the Customer’s business environment for internal or external business purposes.

<b>“Services Contract”</b>	means an agreement made for the provision of Service(s) by the Supplier to the Customer and the purchase of the same by the Customer.
<b>“Subscription Term”</b>	means the initial 12-month licence period and any renewal terms.

### **3. Scope of the License**

- 3.1 Neologik grants to the Customer a limited, non-exclusive, non-transferable and non-sub-licensable right to deploy and use the Neologik Platform solely within its own Microsoft Azure tenant for its internal business operations, subject to the terms of this Agreement and payment of all applicable fees.
- 3.2 The Customer shall not resell, sub-license, distribute, white-label or otherwise make the Neologik Platform available as a standalone product or platform to any third party. The Platform may be used to support the Customer’s own delivery of services to its clients, provided the Platform itself is not redistributed or offered as a third-party product.
- 3.3 Access to the Platform may only be granted to the Customer’s direct employees. Access for contractors or consultants requires Neologik’s prior written approval and must be subject to confidentiality obligations equivalent to those set out in these Terms.

### **4. Agent License Model**

- 4.1 The Customer’s subscription is granted on a per-Agent basis, with all Neologik Agents deployed in a production environment requiring an associated licence.
- 4.2 Customer Agents may be operated without per-Agent licence fees, provided that they are deployed exclusively on the Neologik Platform and the Customer maintains an active Platform subscription at all times.
- 4.3 Neologik reserves the right to verify and audit the number and type of Agents operating on the Platform for compliance with these Terms.

### **5. Subscription Term and Renewal**

- 5.1 The Subscription Term shall commence on the date of first Production Use and shall continue for an initial fixed period of twelve months.
- 5.2 Thereafter, the subscription shall automatically renew for successive twelve-month periods unless the Customer provides written notice of non-renewal at least ninety days before the end of the then-current term.
- 5.3 Termination for convenience shall not be permitted during the initial twelve-month term. Following the initial term, either party may terminate for convenience by giving not less than ninety days’ written notice. Where the Customer terminates for convenience, the Customer remains liable for all subscription fees payable for the current renewal period.

### **6. Fees and Payment**

- 6.1 Subscription fees are charged quarterly in advance; payment terms are 30 days from invoice. All subscription fees are payable in GBP and are exclusive of VAT and any other applicable taxes.
- 6.2 Pricing changes during any Subscription Term shall only be valid where agreed between the parties in writing through a formal change control process.
- 6.3 The Customer shall remain solely responsible for all Microsoft Azure infrastructure,

hosting, compute and storage costs.

- 6.4 The renewal and notice provisions in clause xx of the Framework Agreement, Termination apply to all Platform subscriptions unless a Statement of Work expressly states alternative renewal mechanics.

## **7. Deployment and Azure Responsibility**

- 7.1 The Neologik Platform is deployed entirely within the Customer's Microsoft Azure tenant. The Customer retains full responsibility for its cloud infrastructure, configuration, access management, security controls and environment monitoring.
- 7.2 Neologik is responsible solely for the application layer of the Platform that it provides. Platform security follows Microsoft's AI shared responsibility model.
- 7.3 [Link to Microsoft shared Artificial intelligence \(AI\) shared responsibility model for AI](#)
- 7.15 The Customer undertakes to maintain appropriate security controls including multi-factor authentication, role-based access control, network segmentation, logging, monitoring and compliance with its internal information security policies.

## **8. Data**

- 8.1 All Customer data processed through the Platform remains located within the Customer's Azure tenant. No Customer data is transferred to, or stored within, Neologik environments.
- 8.2 Neologik does not acquire any ownership or usage rights to Customer data and does not use such data for analytics, training, product improvement or model optimisation.

## **9. Telemetry**

- 9.1 Neologik may collect and process operational telemetry and usage metadata strictly necessary for (a) licence compliance verification, (b) support, and (c) invoicing, including number and type of Agents, user counts, and feature usage. Telemetry shall not include Customer Data content or documents. Neologik shall retain telemetry for no longer than 24 months unless a longer period is required by law.

## **10. Updates and Maintenance**

- 10.1 Updates are provided only during an active subscription.
- 10.2 No rights to updates or upgrades exist once the licence ends.

## **11. Support**

- 11.1 Neologik will provide Business Hours support.
- 11.2 Response time: within 4 Business Hours of receiving support request
- 11.3 No guaranteed resolution time is provided.

## **12. AI Behaviour and Limitations**

- 12.1 The Customer acknowledges that the Platform utilises artificial intelligence technologies which generate probabilistic outputs.
- 12.2 Neologik does not warrant that any outputs generated will be accurate, complete, reliable or compliant with regulatory requirements.
- 12.3 The Customer remains fully responsible for all decisions, actions and interpretations arising from or based on outputs produced by Agents. The Customer shall ensure

appropriate human review and validation of Agent outputs before relying on them in any decision that could materially impact customers, employees, finances, or regulatory compliance.

### **13. Intellectual Property**

- 13.1 All intellectual property rights in and to the Neologik Platform, including its code, architecture, workflows, system prompts, orchestration logic and documentation, remain the exclusive property of Neologik.
- 13.2 Nothing in these Terms transfers any ownership rights in the Neologik Platform to the Customer.
- 13.3 All Customer data, content and materials remain the exclusive property of the Customer.
- 13.4 Subject to compliance with these Terms, all outputs generated through the Platform from their own use shall belong to the Customer.

### **14. IP Indemnity**

- 14.1 Neologik shall indemnify the Customer against any third-party claim that the Neologik Platform infringes intellectual property rights, provided that the Customer promptly notifies Neologik of such claim and allows Neologik reasonable control of the defence.
- 14.2 This indemnity shall not apply where infringement arises due to Customer modifications, misuse, use in combination with non-approved third-party systems or deviation from Neologik documentation.
- 14.3 Neologik's total liability under this indemnity shall be subject to the liability cap in Clause 8 of the Framework Agreement.

### **15. Prohibited Activities**

- 15.1 The Customer shall not reverse engineer, decompile, disassemble or otherwise seek to extract the source code, system prompts, orchestration logic or AI workflows of the Neologik Platform.
- 15.2 The Customer shall not use the Platform to develop or assist in the development of a directly competing product or service.

### **16. Audit Rights**

- 16.1 The Supplier may audit the Customer's Platform deployment no more than once per year (unless the Supplier reasonably suspects material non-compliance), on at least 10 Business Days' prior written notice, during Business Hours, and in a manner that minimises disruption. Audits shall be limited to verifying licence compliance (including Agents deployed) and shall not require access to Customer Data content. Where an audit reveals an under-licensing of more than 5%, the Customer shall promptly pay the shortfall and the Supplier's reasonable audit costs; otherwise each party bears its own costs.

### **17. Warranties**

- 17.1 Neologik warrants that it has full authority to grant the rights set out in these Terms and that the Neologik Platform, when operated in accordance with these Terms and associated documentation, will materially perform in line with its described functionality.
- 17.2 Neologik further warrants that professional services provided in relation to Agent development will be performed with reasonable skill and care.

17.3 The Customer warrants that it has full authority to enter into these Terms, that any data provided to the Platform is lawfully obtained, and that its use of the Platform will comply with all applicable laws and regulations.

17.4 Except as expressly stated in these Terms, all warranties, whether express or implied, including warranties of fitness for a particular purpose or non-infringement, are excluded to the fullest extent permitted by law.

## **18. Limitations of Liability**

18.1 The limitations and exclusions of liability in clause 8 of the Framework Agreement apply to these Terms and are incorporated into this Schedule Two.

18.2 Neither party shall be liable to the other for any indirect, special or consequential loss, including loss of profit, loss of business, loss of opportunity or loss of data.

18.3 Nothing in these Terms shall exclude or limit liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot be excluded by law.

## **19. Indemnities**

19.1 Neologik indemnifies the Customer against IP infringement by the Platform.

19.2 The Customer indemnifies Neologik against misuse or unlawful use.

## **20. Termination**

20.1 Upon termination:

- a) Use of Platform and Licensed Agents must cease
- b) Customer must remove the Platform and confirm in writing
- c) Customer-built Agents may continue independently.

20.2 Each Party has the right to terminate this Agreement or individual Statement of Work (as applicable) between the parties immediately if the other:

20.2.1 has committed a material breach of this Agreement or any individual Services Contract unless such breach is capable of remedy, in which case the right to terminate will be exercisable if the other party has failed to remedy the breach within 30 days after a written notice to do so; or

20.2.2 Is in wilful or persistent breach of its obligations under this Agreement or any individual Services Contract; or

20.2.3 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of a bone fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or the other party takes or suffers any similar actions in consequence of a debt.

20.3 The Supplier may terminate this Agreement or any individual Services Contract forthwith by notice in writing if:

20.3.1 The Customer fails to pay in accordance with relevant clause in the Schedules relating to Fees and Payment, any outstanding and undisputed invoice(s) that remain unpaid 30 days after the due date, provided the Supplier has notified the Customer of the delinquent fees within 15 days after the due date for payment.

20.4 In the event of termination for default committed by the Customer, all payments required under this Agreement shall become due and immediately payable.

20.5 Any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation, or expiration of the Agreement shall survive termination under this clause 19.

20.6 Termination of Platform subscriptions shall be governed by Clause 12 of the Framework Agreement, as supplemented by this Schedule.

## **21. Relationship of the parties**

21.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, relationship of employer and employee, or other fiduciary relationship between the parties other than the contractual relationship between the parties expressly provide for in this Agreement.

21.2 Neither party shall have any right or authority to do, and shall not do, any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party.

## **22. Assignment and Subcontracting**

22.1 This Agreement is personal to the parties and, except with the written consent of the other party (such consent not to be unreasonably withheld) neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-license to any third party all or any of its rights or obligations under this Agreement or any Services Contract.

22.2 The Supplier may sub-contract work as per clause 14.2 in the Framework agreement.

22.3 Where, pursuant to Sub-Clause **Error! Reference source not found.**, the Supplier performs all or any of its obligations under this Agreement or all or any part/s of a Service through any third party, it shall remain liable for such performance and shall indemnify the Customer against any loss or damage suffered by the Customer arising from any act or omission of the third party.

## **23. Confidentiality**

23.1 For the purposes of this Agreement "Restricted Information" means, in relation to either party, any information which is marked as "Confidential" or "Proprietary" or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure which may include ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical which (whether orally or in writing or any other medium).

23.2 Each party undertakes that, except as provided by this Clause 22 or as authorised in writing by the other party, it shall, at all times during the continuance of this Agreement and for three years after its termination:

23.2.1 use its best endeavours to keep confidential all Restricted Information;

23.2.2 not disclose any Restricted Information to any other person;

23.2.3 not use any Restricted Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

23.2.4 not make any copies of, record in any way, or part with possession of any Restricted Information; and

23.2.5 ensure that none of its directors, officers, employees, agents, representatives or advisers does any act which, if done by that party, would be a breach of any of the provisions of 15.2.1– 15.2.4 above.

23.3 Either party may:-

23.3.1 disclose any Restricted Information to:

- a) any sub-contractor or supplier of that party;
- b) any governmental or other authority, regulatory body, or court of competent jurisdiction; or
- c) any director, officer, employee, agent, or representative or adviser of that party or of any of the aforementioned persons;

to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that party first informing the person in question that the Restricted Information is confidential and (except where the disclosure is to any such body as is mentioned in 15.3.1b) above or any employee or officer of any such body) obtaining and submitting to the other party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Restricted Information confidential and to use it only for the purposes for which the disclosure is made; and

23.3.2 use any Restricted Information for any purpose, or disclosure it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that party, provided that in doing so that party does not disclose any part of that Restricted Information which is not public knowledge.

23.4 Any Party becoming aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the termination of this Agreement shall immediately inform the other party and shall provide assistance as is reasonable to deal with such an event.

## **24. Entire Agreement**

24.1 Save as provided by the following provisions of this Clause 16, this Agreement supersedes all prior agreements, arrangements and undertakings between the parties and it constitutes the entire agreement between the parties relating to its subject matter.

24.2 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

24.3 In the event that the parties have entered into a separate confidentiality agreement prior to entering into this Agreement, upon entering into this Agreement, the provisions of clause 15 (Confidentiality) and shall bind the parties in respect of any Restricted Information disclosed between the parties on or after signature of this Agreement.

24.4 The parties confirm that they have not entered into this Agreement on the basis of or in reliance on any representation that is not expressly incorporated into this Agreement but nothing in the Agreement is intended to or will limit or exclude either party's liability for fraudulent misrepresentation made by the other.

## **25. Severance**

The parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

**26. No Waiver**

- 26.1 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 26.2 A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.

**27. Third Party Rights**

- 27.1 No part of this Agreement is intended to confer rights on any third parties (including for the avoidance of doubt the Neologik Consultant(s) and the Individual(s) who may provide any Services to the Customer) and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 27.2 This Agreement shall continue and be binding on the transferee, successors and assigns of either party as required.

**28. Set Off**

Clause 20 of the Framework Agreement applies.

**29. Expenses**

Subject to any agreement in writing to the contrary, each party to this Agreement will pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement and each Services Contract.

**30. Changes to Terms and Conditions**

The Supplier may from time to time change the terms and/or conditions of any of the sets of Relevant Services Contract Terms by giving the Customer prior notice of any such change. Any such notice given shall take effect in relation to any valid Statement of Works submitted to the Supplier after the giving of that notice but shall not have effect to change any terms of a Statement of Works submitted to the Supplier prior to the giving of the notice.

**31. Notices**

- 31.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.
- 31.2 Notices shall be deemed to have been duly given:
- 31.2.1 when delivered, if delivered by courier or other messenger (including recorded delivery mail) during normal business hours of the recipient; or
  - 31.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
  - 31.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 31.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

in each case addressed to the most recent address or e-mail address notified to the other party.

- 31.3 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing such document to be delivered to the other party at its registered or principal office, or to such other address as may be notified to one party by the other party in writing from time to time.

**32. Law and Jurisdiction**

- 32.1 This Agreement, and disputes or claims arising out of or in connection with it or its subject matter or formation (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 32.2 Each party irrevocably agrees that any dispute, controversy, proceedings or claim between the parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.