



## TERMS AND CONDITIONS OF BUSINESS

- (1) The Customer wishes to engage Bluesource Information Limited (company number 04064193) ('Bluesource') to provide those Services and Goods set out in the accompanying Work Order and Service Schedule, and Bluesource has agreed to accept the engagement on the terms laid out in this General Terms and Conditions document.
- (2) The engagement between the parties is bound by the terms of this General Terms and Conditions document, the Work Order, the Service Schedule, and the Privacy Notice, which all taken together form the contract between the parties (the 'Agreement').

IT IS AGREED as follows:

### 1 Definitions and Interpretation

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

<b>"Agreement"</b>	this General Terms and Conditions document, together with the relevant Service Schedule and Work Order, and where applicable any regulatory schedule.
<b>"AI"</b>	artificial intelligence, the ability of a digital computer or computer-controlled system to perform tasks commonly associated with intelligent beings.
<b>"Business Day"</b>	08:00 – 18:00 BST/GMT, as appropriate, on a day other than a Saturday, Sunday or a public or bank holiday in England and Wales or Scotland.
<b>"Customer"</b>	the person, firm, partnership, or company purchasing Services from Bluesource under this Agreement.
<b>"Customer Equipment"</b>	the technical equipment belonging to or to be provided by the Customer for use in the provision of Services, as detailed more fully in any applicable Agreement.
<b>"Confidential Information"</b>	in relation to either Party, all confidential information disclosed to a Party or its employees, officers, representatives, or advisors by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether labelled as confidential or not).
<b>"Consultancy"</b>	professional service work provided by Bluesource to the Customer for a specific piece of work or project, which may or may not be related to the Services.
<b>"Critical Third-Party Contract"</b>	a contractual relationship between Bluesource and a Third-Party which is necessary to the provision of Goods/Services to the Customer under the Agreement, such as with a third-party supplier, Vendor, platform, licensor or infrastructure provider which is critical to the delivery of such Goods and/or Services (a "Critical Third-Party") and without which the ability for Bluesource to provide the Good/Services is significantly impeded.
<b>"Data Processing Policy"</b>	the Privacy Notice detailing Bluesource's use of personal data under Data Protection Law, available at <a href="https://www.Bluesource.co.uk/privacy-and-governance/">https://www.Bluesource.co.uk/privacy-and-governance/</a> and as updated from time to time.
<b>"Data Protection Law"</b>	means applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR"), Data Protection Act 2018 ("DPA"), all legislation enacted in the UK in respect of the protection of personal data and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (all as amended, updated, or re-enacted from time to time).
<b>"Designated Contact"</b>	an employee of the Customer nominated as a contact point for Bluesource.
<b>"Documents"</b>	includes, but is not limited to, inventions, improvements, formulae, designs, programs, drawings, manuals, Source Codes, plans and any design documents prepared by Bluesource.
<b>"EU AI Act"</b>	The EU AI Act is the first comprehensive legal framework on artificial intelligence worldwide, aimed at fostering responsible AI development and deployment within the European Union.

<b>“EULA”</b>	end-user license agreement or software license agreement between the licensor and purchaser, establishing the purchaser's right to use the software.
<b>“Fees”</b>	the price to be paid by the Customer to Bluesource for provision of Goods and/or Services as set out in the Agreement, as amended by the Parties in writing from time to time.
<b>“Goods”</b>	products procured by Bluesource for the Customer, such as, and not limited to software licenses, software maintenance, hardware, hardware maintenance.
<b>“Group”</b>	the “holding” and “subsidiary” companies of the Parties as defined in section 1159 of the Companies Act 2006.
<b>“Initial Term”</b>	the first Term specified in a Work Order.
<b>“Intellectual Property”</b>	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>“Losses”</b>	any losses, actions, costs, liabilities, expenses (including reasonable legal expenses), demands, claims, and damages.
<b>“Orderporter”</b>	the website portal Bluesource uses for customers to view and accept electronic quotations and place a Work Order with Bluesource.
<b>“Party”</b>	a party to this Agreement and <b>“Parties”</b> shall be construed accordingly.
<b>“Premises”</b>	the Customer's premises as specified in the Agreement, or such other premises as may be agreed in writing from time to time between the Parties.
<b>“Proposal”</b>	quotation document generated on Orderporter or issued by other means for Goods and/or Services from Bluesource.
<b>“RAG”</b>	Retrieval-Augmented Generation (RAG) is the process of optimizing the output of a large language model, so it references an authoritative knowledge base outside of its training data sources before generating a response.
<b>“Relief Event”</b>	any event or circumstance to the extent caused by, arising from or attributable to: (a) any breach of the Agreement by the Customer; (b) any act or omission of the customer, its personnel, contractors or agents; (c) the Customer's failure to provide access, information, cooperation, instructions or approvals required under this Agreement; (d) the Customer's failure to comply with applicable security, incident response, malware scanning or data protection obligations; (e) delays or failures by the Customer to meet third-party requirements, including Microsoft (or other applicable Vendor) Partner of Record or Proof of Execution requirements; or (f) any inaccuracy or incompleteness in information supplied by the Customer, which prevents or delays Bluesource from performing any of its obligations under this Agreement.
<b>“Renewal Term”</b>	an extension of the previous Term (whether Initial or Renewal) for one year unless otherwise agreed between the Parties.
<b>“Renewal Term Fee”</b>	the price to be paid by the Customer to Bluesource for provision of Goods and/or Services under a Renewal Term, to be calculated (unless otherwise agreed by the Parties in advance) as one-year pro-rata to the Fees payable under the Initial Term, then accounting for any increase in price to costs or materials (since commencement of the Initial Term) that Bluesource must incur in order to provide the Services and/or Materials;
<b>“Services”</b>	the services to be provided by Bluesource to the Customer as described in a Service Schedule and Work Order, and subject to the terms of this General Terms and Conditions document.
<b>“Service Schedule”</b>	the specific schedule (available at <a href="https://www.Bluesource.co.uk/privacy-and-governance/">https://www.Bluesource.co.uk/privacy-and-governance/</a> ) relevant to the Services requested by the Customer.
<b>“SLA”</b>	a service level agreement defined more fully in the Agreement, typically within the Service Schedule, outlining Bluesource's commitment to the Customer on a particular aspect of the Service (for example, support response times or service availability).
<b>“Source Code”</b>	computer software in eye-readable and other such form that it can be compiled or interpreted to produce equivalent computer software in object code, together with all technical information and documentation necessary for the use, reproduction, modification, and enhancement of

such software.

<b>“Support Data”</b>	all data, including all text, sound, video, image files, or software, that are provided to Bluesource by or on behalf of Customer under this Agreement or produced during the relationship between the Parties, such as and not limited to support tickets, project documentation, contracts, purchase orders, invoices, and emails.
<b>“Term”</b>	the term of the Agreement or Service, as applicable according to the context.
<b>“Third-Party”</b>	any individual, firm, partnership, or company who does not have a direct connection with the Customer or Bluesource, such as a software vendor.
<b>“Third-Party Product”</b>	a product produced or marketed by a Third-Party.
<b>“UK Retail Price Index”</b>	an unofficial inflation indicator published by the United Kingdom’s Office for National Statistics (ONS), which evaluates the difference in the monthly prices of specific retail goods and services to measure inflation.
<b>“Vendor”</b>	a vendor for goods and/or services, such as Microsoft.
<b>“Work Order”</b>	the document detailing an order for Services and/or Goods agreed in writing by the Parties, including but not limited to: the Customer accepting a Proposal; issuing a purchase order to Bluesource; placing an order via an order form, email, or other means; or receiving a document labelled ‘work order’ from Bluesource.
<b>“Worker”</b>	Bluesource employee, agent, authorised contractor, or sub-contractor, engaged in provisioning and delivering part or all a Service.

1.2 Where any schedule or appendix to this Agreement is expressed to apply only to certain Customers, Services or regulatory contexts (including [Schedule 1](#) (Digital Operational Resilience (DORA))), such schedule or appendix shall apply only where expressly stated to be applicable in the relevant Service Schedule, Work Order or by operation of applicable law.

For the avoidance of doubt, the inclusion of any regulatory schedule shall not of itself make that schedule applicable unless the conditions for its application are met.

1.3 Unless the context otherwise requires, each reference in this Agreement to:

1.3.1 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.

1.3.2 a clause or paragraph is a reference to a clause or paragraph within the document of reference.

## **2 Provision of Goods and/or Services**

2.1 During the Term (if applicable) Bluesource shall provide the Goods and/or Services to the Customer in consideration of the Fees, strictly in accordance with this Agreement and any applicable Work Order and Service Schedule.

2.2 Bluesource shall provide the Services at the Premises, or at such other premises as may be expressly agreed in writing between the Parties.

2.3 If Bluesource fails to provide any Goods and/or Services, or becomes aware of anything that would materially adversely affect their provision, Bluesource shall notify the Customer in writing and shall take reasonable remedial action within 28 days of the earlier of:

2.3.1 the breach occurring; or

2.3.2 the date on which Bluesource ought reasonably to have become aware of the breach.

2.4 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral.

2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Bluesource shall be subject to correction without any liability on the part of Bluesource.

## **3 Order for Service and acceptance**

3.1 Each Work Order constitutes a separate and distinct agreement under these Terms and Conditions, each an Agreement.

3.2 A Work Order shall only come into effect when it has been expressly accepted by both Parties. Acceptance may occur only by one of the following methods:

3.2.1 the Customer’s electronic acceptance via Bluesource’s authorised ordering platform;

- 3.2.2 the Customer issuing a purchase order to Bluesource referencing the relevant Service(s) and/or Work Order;
  - 3.2.3 execution of the Work Order by authorised signatories of both Parties; or
  - 3.2.4 a written confirmation from the Customer expressly stating acceptance of the relevant Services and/or Work Order by reference to its identifier.
- 3.3 For the avoidance of doubt, a Work Order shall not be deemed accepted, and no contract shall be formed, by:
- 3.3.1 email correspondence alone (unless issued with a purchase order from the Customer);
  - 3.3.2 verbal confirmation;
  - 3.3.3 conduct, including commencement of Services by Bluesource; or
  - 3.3.4 silence or failure to object.
- 3.4 No amendment to this Agreement, nor to any Work Order or Service Schedule, shall be effective unless agreed in writing by authorised representatives of both Parties.
- 3.5 Unless expressly stated to amend this Agreement and incorporated into a duly executed Work Order or Service Schedule, no quotation, proposal, statement of work, scope description, clarification, acceptance, waiver, consent or variation communicated by email or other informal correspondence shall form part of, vary or supplement this Agreement or be legally binding.
- 3.6 In the event of any conflict or inconsistency, the following order of precedence shall apply:  
Work Order > Service Schedule > General Terms and Conditions.
- 3.7 In the event of any conflict, inconsistency or ambiguity between the terms of this Agreement and any correspondence or other communication (including email), the following order of precedence shall apply:  
Work Order > Service Schedule > General Terms and Conditions.

#### **4 Acceptance of Consultancy Service**

- 4.1 Where Bluesource provides Consultancy services (being professional services delivered on a project or time-limited basis), the Consultancy services shall be deemed complete and accepted in accordance with this clause.
- 4.2 Upon completion of the Consultancy services (or a defined phase or deliverable, where applicable), Bluesource shall notify the Customer in writing that the Consultancy services are ready for acceptance.
- 4.3 The Customer shall, within ten (10) Business Days of such notice:
- 4.3.1 confirm acceptance of the Consultancy services in writing; or
  - 4.3.2 notify Bluesource in writing of any material non-conformity with the agreed scope, providing reasonable detail.
- 4.4 Where the Customer notifies Bluesource of a material non-conformity in accordance with clause 4.3.2 (non-conformity notification), Bluesource shall use reasonable endeavours to remedy such non-conformity and resubmit the Consultancy services for acceptance, following which this acceptance process shall repeat.
- 4.5 If the Customer:
- 4.5.1 fails to respond within the ten (10) Business Day period; or
  - 4.5.2 uses or derives benefit from the Consultancy services,
- the Consultancy services shall be deemed accepted.
- 4.6 Acceptance (whether express or deemed) shall constitute confirmation that the Consultancy services have been completed in accordance with the Agreement and shall not affect any rights of either Party in respect of latent defects, fraud or wilful misconduct.
- 4.7 Acceptance or deemed acceptance shall not be unreasonably withheld or delayed.

#### **5 Customer's Obligations**

- 5.1 The Customer shall:
- 5.1.1 allow Bluesource and its Workers reasonable access to the Premises during the Business Day for the sole purpose of providing the Goods and/or Services. Such access shall be agreed in advance with the Customer and provided on reasonable notice;

- 5.1.2 allow Bluesource and its Workers reasonable use of any Customer assets, Customer Equipment, personnel, systems, networks and other facilities reasonably required for the purpose of providing the Goods and/or Services;
- 5.1.3 provide Bluesource, in a timely manner and where requested prior to the commencement of the Services, with all information, instructions, materials and assistance reasonably required to enable Bluesource to procure and perform the Goods and/or Services;
- 5.1.4 cooperate fully and in good faith with Bluesource and comply with all reasonable instructions issued by Bluesource in connection with the provision of the Goods and/or Services, including (where relevant) instructions relating to incident management, service continuity, security incidents and cyber incident response;
- 5.1.5 provide any necessary literature, books, policies, procedures and other materials which the Customer requires Bluesource and its Workers to follow, including security policies and health and safety guidelines applicable while attending the Premises;
- 5.1.6 be responsible (at its own cost) for preparing the Premises, systems and environments for the supply of the Goods and/or Services, except where such preparation is expressly included as part of the Services;
- 5.1.7 ensure that, prior to providing or making available any data, systems, credentials, media or information to Bluesource, the Customer has carried out appropriate and up-to-date virus, malware and security scans using industry-standard tools and shall not knowingly provide any data or access that contains malicious code; and
- 5.1.8 be responsible and liable for maintaining appropriate backup arrangements where the Customer has not purchased a computer system backup service from Bluesource and shall hold Bluesource harmless from any liability arising out of any failure to maintain such backups.
- 5.1.9 where the Service(s) are contingent upon Bluesource being recorded or recognised as the applicable Microsoft (or other applicable Vendor) Partner of Record ("POR"), or are otherwise funded in whole or in part by Microsoft (or other applicable Vendor), and detailed within the applicable Agreement, the Customer shall:
  - (a) provide all reasonable cooperation, information, confirmations and assistance required to enable Bluesource to be successfully registered, validated and maintained as POR for the relevant Services, including execution of any Microsoft (or other applicable Vendor) -required confirmations or acknowledgements within the timeframes specified by Microsoft (or other applicable Vendor);
  - (b) comply with any Microsoft (or other applicable Vendor) Proof of Execution ("PoE") requirements applicable to the Services, including providing timely access to relevant personnel, systems, documentation, evidence of delivery, attestations or confirmations reasonably required by Microsoft or by Bluesource acting in accordance with Microsoft requirements;
  - (c) comply with any notice periods, validation windows or submission deadlines imposed by Microsoft (or other applicable Vendor) in relation to POR recognition or PoE, and acknowledge that failure to do so may result in funding being delayed, reduced or withdrawn;
  - (d) not take any action, nor omit to take any action, which would reasonably be expected to prevent, delay or jeopardise Bluesource's ability to secure, retain or evidence POR status or PoE for Microsoft (or other applicable Vendor) -funded Services.

Where the Customer fails to comply with this clause and such failure results in Bluesource being unable to obtain, retain or evidence POR status or PoE (or results in the clawback, reduction or non-payment of Microsoft (or other applicable Vendor) funding), Bluesource reserves the right to:

- (a) invoice the Customer for the equivalent value of any lost or withdrawn Microsoft (or other applicable Vendor) funding; and/or
- (b) revise the Fees for the affected Services to reflect Bluesource's standard non-funded pricing, without prejudice to any other rights or remedies available under this Agreement.

- 5.2 Bluesource may charge the Customer for any reasonable costs and expenses properly incurred by Bluesource which cannot be mitigated, and which arise directly as a result of any delay, omission, inaccuracy or variation in the Customer's instructions or requirements, or any failure by the Customer to comply with its obligations under this clause..
- 5.3 Where the Customer has not purchased a computer system backup service from bluesource, the Customer shall remain responsible and liable for such backup and hold Bluesource harmless for any liability arising out of any computer system backup or failure to provide any computer system backup.

## 6 Mutual Obligations

- 6.1 The Parties shall take reasonable steps to keep the other informed of any special requirements applicable to the Services, such as changes to regulatory compliance in their respective industries. To the extent necessary, Bluesource shall take reasonable steps to comply with such special requirements without an increase in the Fees.
- 6.2 Where a Relief Event Occurs, then for the duration and to the extent of the Relief Event:
- 6.2.1 Bluesource shall not be in breach of this Agreement nor liable for any failure or delay in performing its obligations caused by the Relief Event;
  - 6.2.2 any affected delivery dates, milestones, response times or service levels shall be suspended or adjusted accordingly;
  - 6.2.3 Bluesource shall be entitled to a reasonable extension of time to perform the affected obligations; and
  - 6.2.4 Bluesource may recover any reasonable costs and expenses incurred as a result of the Relief Event, to the extent such costs could not reasonably be mitigated.

## 7 Bluesource Obligations

- 7.1 During the Term Bluesource shall:
- 7.1.1 ensure that the Goods and/or Services are provided with the care, skill and diligence required of a professional business in accordance with the terms of this Agreement, best practice in its industry and in compliance to applicable laws and regulations;
  - 7.1.2 ensure that Services are performed by Workers who are technically competent and properly qualified to provide the Services, and take reasonable steps to ensure that Workers comply with the Customer's on-site policies when attending the Premises, if provided in advance;
  - 7.1.3 keep detailed records of all activities undertaken in connection with the provision of the Goods and/or Services and at the Customer's reasonable request make such records available for inspection and/or provide copies to the Customer;
  - 7.1.4 only use any approved Customer's Equipment and assets, or access to Premises, for the purposes of providing Services; and
  - 7.1.5 maintain suitable insurance policies that it deems reasonable in connection with the provision of Goods and/or Services, i.e.: employer, product, public, professional indemnity, and cyber insurance.
  - 7.1.6 maintain a security management system to maintain the integrity, confidentiality and accessibility of its data and systems, and that entrusted to it, commensurate with the level of risk and nature of the processing, in accordance with clause 34 (Information Security).
  - 7.1.7 Bluesource's support obligations are subject to the availability of vendor support and do not extend beyond any applicable end-of-life ("EOL") or end-of-support ("EOS") designation. Bluesource shall not be required to support or maintain any configuration, integration or workaround designed solely to extend the operational life of an EOL or EOS product.
- 7.2 Bluesource shall comply with applicable Data Protection Law, as laid out in detail in the Data Processing Policy.

## 8 Third-Party Licences

- 8.1 The Customer acknowledges that the Goods and/or Services may include software, services or products provided by Third Parties and governed by applicable third-party licence terms or end-user licence agreements ("Third-Party Terms").
- 8.2 Bluesource shall:
- 8.2.1 procure a licence for the Customer to use any software, programs or applications supplied by Bluesource as part of the Agreement; and
  - 8.2.2 use all reasonable and commercially prudent endeavours, subject to any Third-Party licensing and EULA's, to procure that any licences for Third-Party Products (including but not limited to any software to be purchased on behalf of the Customer) contain terms which will allow the Customer to use, maintain, and support such Third-Party Products or to permit a replacement service providers to do so following termination, where commercially and legally possible.
- 8.3 Where applicable, the Customer shall procure, at its own cost, any licences required for software, programs or applications reasonably required for the Services but not provided by Bluesource, including operating systems, anti-virus software, and backup software. The Customer shall ensure that Bluesource is entitled to use such licences for the sole purpose of performing the Services.

- 8.4 Where acceptance of any Third-Party Terms is required for Bluesource to lawfully provide the relevant Goods and/or Services, the Customer shall promptly accept and comply with such Third-Party Terms. If the Customer fails to accept, or breaches, any applicable Third-Party Terms, Bluesource may, without liability and upon written notice, suspend the affected Goods and/or Services until such failure or breach is remedied.
- 8.5 All Third-Party Products are provided “as is” and “as made available” by the relevant Third Party. To the maximum extent permitted by law, Bluesource makes no warranty, representation or undertaking in respect of any Third-Party Product, including availability, performance, fitness for purpose, non-infringement, or continued support.
- 8.6 Bluesource shall have no liability for any Losses arising from the operation, failure, withdrawal or modification of any Third-Party Product or from the Customer’s failure to accept or comply with Third-Party Terms.
- 8.7 The Customer shall indemnify and keep indemnified Bluesource against any Losses (including third-party claims, regulatory investigations, penalties and enforcement actions) arising out of or in connection with the Customer’s or its users’ use of any Third-Party Product in breach of applicable Third-Party Terms.
- 8.8 **End-of-Life Products and Support**
- 8.8.1 The Customer acknowledges that certain Goods and/or Services provided under this Agreement may incorporate third-party products, software, platforms or services which are subject to vendor-defined lifecycle policies, including end-of-life (“EOL”) or end-of-support (“EOS”) designations.
- 8.8.2 Bluesource does not warrant the availability, continuation or ongoing support of any Goods or Third-Party Products beyond any EOL or EOS date specified by the relevant manufacturer or provider.
- 8.8.3 Where a Good, Service or Third-Party Product reaches EOL or EOS:
- (a) Bluesource shall have no obligation to provide ongoing support, updates, patches or maintenance in respect of that Good or Third-Party Product, except to the extent expressly agreed in writing;
  - (b) Bluesource may, where reasonably practicable, notify the Customer and offer alternative supported products or services on such commercial terms as may be agreed; and
  - (c) any failure or limitation in the provision of the affected Goods and/or Services arising from EOL or EOS shall not constitute a breach of this Agreement.
- 8.8.4 For the avoidance of doubt, any costs associated with migration, replacement or continued use of EOL or EOS products shall be borne by the Customer unless otherwise agreed in writing.

## 9 Payments and Records

- 9.1 In consideration of provision of the Goods and/or Services the Customer shall pay to Bluesource:
- 9.1.1 the Fees (exclusive of any value added tax);
  - 9.1.2 such additional charges (if any) as are from time to time agreed in writing between the Parties, having regard to any Goods and/or Services provided by Bluesource in addition to those specified in the original Agreement, payable at Bluesource’s then-current rates; and
  - 9.1.3 reimbursement for reasonable expenses properly incurred in the provision of the Goods and/or Services, such as for site visits. Such expenses shall be agreed in writing in advance and, where applicable, shall include: mileage, travel at standard/economy class fares, accommodation, and subsistence.
- 9.2 Bluesource tries to ensure that all prices on its website, in its marketing materials, Proposals, quotes and its price lists are accurate and up to date. However, if Bluesource discovers an error ahead of an order being accepted by both Parties, it reserves the right to reject and cancel a Work Order and inform the Customer as soon as possible.
- 9.3 Should Bluesource make an error during invoicing, Bluesource reserves the right to correct such invoice and either charge for the correct amount, or where applicable, credit the Customer for any overpayment.
- 9.4 The Customer shall pay each invoice submitted by Bluesource in full and cleared funds within 30 days of the date of invoice (the “Due Date”) in GB pounds sterling (£), unless another payment term and/or currency has been agreed in advance by the Parties in writing.
- 9.5 All sums payable pursuant to this Agreement are exclusive of any value added or other tax which shall be added to Bluesource’s invoices at the prevailing rate.
- 9.6 Without prejudice to any of its other rights or remedies, if the Customer fails to pay on the Due Date, Bluesource may:
- 9.6.1 charge interest, from the date due for payment to the date of payment in full, at 2% per annum over Lloyds TSB Bank Plc base rate from time to time; and/or
  - 9.6.2 with prior written warning, suspend the Services without liability to Bluesource, until payment is received in full. Suspension of the Services under these circumstances is excluded from any SLAs applicable to the Service.

Where Bluesource suspends any Goods and/or Services in accordance with this Agreement, such suspension shall not relieve the Customer of its obligation to pay any Fees or other sums due under this Agreement during the period of suspension, and Fees shall continue to accrue in accordance with the applicable Agreement, Service Schedule and/or Work Order.

- 9.7 Should any scheduled Consultancy work be cancelled or rescheduled by the Customer after the booking has been confirmed, bluesource reserves the right to charge the Customer a "Cancellation Fee", exclusive of any value added tax, as a percentage of the applicable Fee for the work that would have been done:

Notice of cancellation given	Cancellation Fee
More than 5 days	10 %
Between 5 days and 48 hours	25 %
Between 48 and 24 hours	50 %
Less than 24 hours	100 %

- 9.8 The Customer may not withhold payment or take deductions from any undisputed invoice amount (by offset, counterclaim, or otherwise) before Bluesource issues a credit. Should the Customer wish to dispute an invoiced amount, it must contact Bluesource as soon as practically possible and in any case ahead of the Due Date of the disputed invoice.

The Customer agrees that Bluesource has the right at any time before delivery of Goods and/or Services to withdraw any discount and/or to revise any Fee quoted if there is a change in the cost to Bluesource of supplying the Goods and/or Services whether by reason of exchange rate fluctuations, Third-Party charges or otherwise. Bluesource shall, wherever possible, honour the pricing detailed on a quote that has not expired, except where an error has been made as per clause 9.2. If the quote has expired, Bluesource shall issue a revised quote to the Customer, with the then applicable prices for the Goods and/or Services.

- 9.9 If a Fee is impacted by a sudden increase in supply costs which cannot be mitigated, between the Work Order being placed by the Customer and being accepted by the relevant supplier and/or ahead of delivery, Bluesource will inform the Customer as soon as possible and may result in the Work Order being cancelled in its entirety or in part. The Customer will, wherever possible, be given the option to reorder at the new price or cancelling.

- 9.10 Bluesource shall be to vary the Fees on not less than thirty (30) days' written notice to the Customer where::

- 9.10.1 there is an increase in the cost to Bluesource of providing the Goods and/or Services arising from changes in applicable law or regulation, regulatory guidance, industry standards, security requirements, or compliance obligations;
- 9.10.2 there is an increase in the cost to Bluesource of labour, hosting, infrastructure, security, insurance or other operational costs required to deliver the Goods and/or Services;
- 9.10.3 the Customer requests, requires or causes changes to the scope, complexity, delivery model, facilities, systems, access arrangements or technical environments supporting the Goods and/or Services, other than as expressly included within the agreed scope; or
- 9.10.4 the Fees are increased in line with inflation, limited to the change in the UK Retail Price Index (or any materially equivalent replacement index) since the signature of the Contract or since any previous inflationary increase.

Any increase under this clause shall be reasonable and proportionate to the increase in cost or effort incurred by Bluesource in providing the affected Goods and/or Services.

Where an increase under this clause materially affects the Fees for a Service, the Parties shall act in good faith to agree any necessary adjustment to the relevant Agreement, Service Schedule, or Work Order.

## 10 Term and Termination

- 10.1 This Agreement shall commence on the date it is signed and shall continue unless terminated in accordance with this clause 10 (Term and Termination) or in accordance with the termination provisions of any Service Schedule or Work Order.
- 10.2 Notwithstanding any other provision in this Agreement, any Consultancy work will terminate once the work, project, or engagement has been confirmed as completed by Bluesource and the Customer.
- 10.3 On the day the Initial Term of a Service concludes, the Agreement will automatically continue, and a Renewal Term will commence, and a Renewal Term Fee incurred, unless written notice has been given:
- 10.3.1 by the Customer not less than 90 days in advance of the conclusion of the Initial Term; or
  - 10.3.2 by Bluesource not less than 60 days in advance of the conclusion of the Initial Term.

- 10.4 At the conclusion of any Renewal Term the Agreement will automatically continue, and a further Renewal Term will commence, and a further Renewal Term Fee incurred, unless written notice has been given:
- 10.4.1 by the Customer not less than 90 days in advance of the conclusion of the current Renewal Term; or
- 10.4.2 by Bluesource not less than 60 days in advance of the conclusion of the current Renewal Term.
- 10.5 Either Party may immediately terminate this Agreement (and in the case of Bluesource, all other Agreements for Goods and/or Services that exist between the Parties) by giving written notice to the other Party if:
- 10.5.1 any charges, including Fees, owing under this Agreement are not paid within 30 calendar days of the due date for payment, such written notice shall afford the Customer 30 days to remedy any non-payment prior to exercising such right;
- 10.5.2 either Party commits a material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 28 calendar days after receiving written notice specifying particulars of the breach requiring it to be remedied;
- 10.5.3 a receiver is appointed over any of the property or assets of the other Party;
- 10.5.4 either Party becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 10.5.5 either Party goes into liquidation (except for the purposes of amalgamation or re-construction);
- 10.5.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party; either Party ceases, or threatens to cease, to carry on business.
- 10.6 Bluesource may terminate the Agreement within any Term by providing 30 days' written notice if any Critical Third-Party Contract is terminated (save as a direct result of the actions or omissions of Bluesource) and Bluesource has been unable to secure an appropriate Critical Third-Party Contract after undertaking all reasonable efforts to do so. Such Critical Third-Party Contract if applicable will be specified in the relevant Service Schedule and/or Work Order.
- 10.7 Where the provision of any Goods and/or Services is dependent upon the availability or continued performance of a Vital Third-Party Contract, and such availability or performance ceases, is suspended, or becomes materially impaired for reasons beyond Bluesource's reasonable control, then:
- 10.7.1 Bluesource shall not be in breach of this Agreement nor liable for any failure or delay in the performance of the affected Goods and/or Services to the extent caused by such unavailability or impairment;
- 10.7.2 Bluesource may, without liability and on written notice, suspend the affected Goods and/or Services for the duration of the unavailability or impairment;
- 10.7.3 any applicable service levels, delivery dates or milestones shall be suspended or reasonably adjusted for the duration of such suspension; and
- 10.7.4 if the unavailability or impairment continues for a reasonable period and Bluesource is unable, after using reasonable endeavours, to secure an alternative solution or replacement Critical Third-Party Contract, Bluesource may terminate the affected Goods and/or Services (or the affected Agreement(s), where applicable) on 30-days written notice in accordance with this clause 10 (Term and Termination).

For the avoidance of doubt, a failure or impairment of a Critical Third-Party may constitute a Relief Event and/or a Force Majeure event where the applicable criteria are met, but this clause shall apply irrespective of whether such failure constitutes a Force Majeure event.

- 10.8 Notwithstanding the termination of this Agreement all other Agreements in place between Bluesource and the Customer shall continue.
- 10.9 On termination of the Agreement the Customer shall pay to Bluesource any outstanding undisputed Fees in respect of Services and/or Goods supplied but not yet paid for, upon receipt of a suitable invoice.
- 10.10 The rights under this clause 10 (Term and Termination) shall not prejudice any other right or remedy of either Party.
- 10.11 All provisions of this Agreement which are, expressly or by necessary implication, intended to survive termination shall remain in full force and effect following termination.

## **11 Dispute Resolution**

- 11.1 Notwithstanding clause 10.5 if a dispute arises under this Agreement (Dispute) then, before commencing proceedings in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting that it is resolved under this dispute resolution process (Dispute Notice).
- 11.2 If the parties are unable, after using reasonable effort, to resolve the Dispute within 30 days then either Party may refer the matter for mediation by the Centre for Dispute Resolution (CEDR) or a similar body for mediation.

11.3 Notwithstanding the foregoing, either Party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

## 12 Effects of Termination

12.1 Upon the termination of this Agreement for any reason:

12.1.1 any agreed and undisputed sum owing under this Agreement shall be immediately payable;

12.1.2 in the event that Bluesource has spread the total Fees associated with any Goods over a Term, the sum representing all proportions of such Fees unpaid at the date of Termination shall immediately become payable to Bluesource as a debt;

12.1.3 where Bluesource has been required to enter into, or remains liable under, any third-party contract or licence (including software licences, subscriptions or services) ("Third-Party Contract" or "TPC") in order to facilitate the provision of the Goods and/or Services, the Customer shall remain fully responsible for all fees, charges and other amounts payable under such Third-Party Contract for the full term of that Third-Party Contract (or such other agreed minimum or irrevocable commitment period), irrespective of any early termination of this Agreement, and shall owe to Bluesource as a debt the full amount due or committed to be paid by Bluesource to the relevant third-party, whether accrued, future or unexpired;

12.1.4 clauses 1 (Definitions & Interpretations), 10 (Term & Termination), 11 (Dispute Resolution), this clause 11.3 (Effects of termination), 13 (Confidentiality), 14 (Non-Solicitation), 15 (Force Majeure), 16 (Notices), 17 (Relationship of the Parties and Publicity), 18 (Indemnity), 19 (Limitation of Liability), 21 (Warranties), 23 (Intellectual Property) and 36 (Law and Jurisdiction) shall survive termination;

12.1.5 any rights or obligations accrued prior to termination shall remain in full force and effect; and

12.1.6 each Party shall (except to the extent referred to in clause 12.1.5) forthwith cease to use, either directly or indirectly, any Confidential Information and shall, where reasonably practicable, return to the other Party or destroy any Documents in its possession or control which contain or record such Confidential Information.

12.2 Further effects of termination may be set out in the relevant Service Schedule or Work Order.

## 13 Confidentiality

13.1 Each Party undertakes that, except as provided by clause 13.2 or as authorised in writing by the other Party, it shall always:

13.1.1 keep confidential all Confidential Information;

13.1.2 not disclose any Confidential Information to any other person;

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

13.1.4 not make any copies of record in any way or part with possession of any Confidential Information; and

13.1.5 ensure that none of its directors, officers, employees, agents, or advisers does any act which, if done by that Party, would be a breach of the provisions of this clause 13.1

13.2 Either Party may:

13.2.1 disclose any Confidential Information to: i) their approved sub-contractor or supplier; ii) any governmental or other authority or regulatory body, where required by law; or iii) their employee or officer; 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 Confidential Information is confidential; and

13.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement (or at any time thereafter becomes) public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

## 14 Non-Solicitation

14.1 Both Parties acknowledge that during the period of the Agreement and for a period of twelve (12) months after its termination or expiry, neither Party shall entice or seek to employ or engage directly or indirectly (without the other Party's prior written agreement) or make or seek to make any offer of employment or engagement to any of the other Party's staff, including any of its subcontractors who have dealt with the other Party in the course of the negotiation, conclusion and performance of this Agreement and also including any staff in the other Party's Group.

- 14.2 Each Party acknowledges that damages may not be an adequate remedy for that Party if the other Party breaches this clause 14 (Non-Solicitation) and the non-breaching Party will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.
- 14.3 The Parties agree that the provisions of this clause 14 (Non-Solicitation) will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally or to transfer of staff pursuant to the operation of Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) following termination of this Agreement.

## 15 Force Majeure

- 15.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party.

Such causes include, but are not limited to: power supply failure, Internet Service Provider (ISP) 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 (an “event of force majeure”). Each Party shall, where the context permits, use all reasonable efforts to minimise the effects of the same and notify the other Party forthwith following it becoming aware of such an event of force majeure.

- 15.2 Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the delay or inability to carry out any obligations pursuant to this Agreement, and subject to the affected Party using all reasonable efforts to recommence performance where possible without delay (including notifying the other Party of an outline of what remedial actions it intends to undertake), the performance of the affected Party’s obligations, to the extent affected by the cause, will be suspended during the period that the cause persists.
- 15.3 If the event of force majeure has subsisted for a period of 28 calendar days, either Party may terminate the Agreement immediately without penalty on written notice to the other.

## 16 Notices

- 16.1 Any notice given under this Agreement must be in writing and signed by, or on behalf of, the Party giving it.
- 16.2 A notice will be deemed received (provided it is correctly addressed and properly sent):

- 16.2.1 if delivered by hand or courier, at the time it is left at the relevant address, provided that if delivered outside 09:00–17:30 on a Business Day it will be deemed received at 09:00 on the next Business Day;
- 16.2.2 if sent by pre-paid first-class post (or other next Business Day postal service), at 09:00 on the second Business Day after posting;
- 16.2.3 if sent by pre-paid airmail, at 09:00 on the tenth Business Day after posting.
- 16.2.4 if sent by email to the relevant Party’s Notice Email Address, at the time of transmission provided that (i) no automated ‘undeliverable’ (or equivalent) message is received by the sender, and (ii) if sent outside 09:00–17:30 on a Business Day it will be deemed received at 09:00 on the next Business Day.

The following shall apply:

1. A notice must be sent to the recipient’s postal address most recently notified for the purpose of notices. A Party may change its postal address for notices by giving not less than 5 Business Days’ notice to the other Party.
2. Email notices are permitted only if sent to the recipient’s Notice Email Address specified in clause 16.3 (for Bluesource) or clause 16.4 (for the Customer). Any change to a Party’s Notice Email Address must be agreed in writing by both Parties.
3. This clause does not apply to the service of any proceedings, claim form or other documents in any litigation or arbitration, unless this Agreement expressly states otherwise.

- 16.3 Notices to Bluesource must be sent to the postal address below.

F/O Contracts,  
Bluesource Information Limited  
122 Tooley Street,  
London  
SE1 2TU

Where clause 16.2.4 is used, and the notice is sent via email, Bluesource's "Notice Email Address" is [contracts@bluesource.co.uk](mailto:contracts@bluesource.co.uk).

16.4 Notices to the Customer must be sent to the Designated Contact at the postal address set out in the relevant Work Order (or as otherwise notified in accordance with this clause). Where clause 16.2.4 is used and the notice is sent via email, the Customer's "Notice Email Address" is the email address (if any) expressly stated for notices in the relevant Work Order.

## 17 Relationship of the Parties and Publicity

17.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties or, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.

17.2 Neither Party shall use the trademarks or the name of the other Party in connection with any publicity or other materials without the prior written consent of the other Party.

## 18 Indemnity

18.1 Each Party shall indemnify the other Party against any Losses incurred as a result of claims, demands, actions or proceedings brought by a third-party arising out of or in connection with:

18.1.1 the indemnifying Party's breach of applicable law;

18.1.2 the indemnifying Party's infringement of a third-party's Intellectual Property Rights; or

18.1.3 the Customer's or its users' use of the Goods and/or Services in breach of this Agreement or applicable third-party licence terms.

18.2 Except as expressly set out in this clause 18 (Indemnity), neither Party shall indemnify the other for any breach of this Agreement, and all liability arising from breach of this Agreement shall be subject to the limitations and exclusions set out in clause 19 (Limitation of Liability).

18.3 All dates supplied for delivery are approximate only and time shall not be of the essence.

18.4 If any advice provided to the Customer by Bluesource was provided free of charge by Bluesource then such advice is provided as is without any warranty of any kind from Bluesource and Bluesource shall have no liability in relation thereto.

18.5 Notwithstanding any other provision under Agreement, the Customer acknowledges that if Bluesource selects Goods and Services in accordance with information provided by the Customer and the information is subsequently found to be inaccurate and/or incomplete for any reason other than Bluesource's negligence, then Bluesource shall have no liability in respect of the suitability of the Goods and Services which have been selected.

18.6 Except as expressly and specifically provided in the Agreement:

18.6.1 The Customer assumes sole responsibility for results obtained from the use of the Goods and/or Services, and for conclusions drawn from such use.

18.6.2 Bluesource shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Bluesource by the Customer in connection with the Goods and/or Services, or any actions taken by Bluesource at the Customer's direction.

18.6.3 The Agreement sets out the full extent of Bluesource's obligations and liabilities in respect of the supply of the Goods and Services.

18.6.4 All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

18.7 Where the Customer has not purchased a computer system backup service from Bluesource, the Customer shall remain responsible and liable for such backup and hold Bluesource harmless for any liability arising out of any computer system backup or failure to provide any computer system backup.

18.8 Except where the Customer has purchased a computer system backup service from Bluesource and ensures that it has backup policies in place which cover:

18.8.1 at least three instances of the data are stored, one instance being the production data and two or more instances being backed-up or replicated data;

18.8.2 the two backed-up or replicated data instances stated in 18.8.1 above are stored at two locations with one location being at least 10 kilometres/ 6 miles away from the other location;

18.8.3 no account type can access all backed-up data instances to modify or delete some or all the backed-up data outside of the backup retention policy except where required for regulatory compliance or corporate governance requirements. Wherever possible at least one of the backed-up data instances shall be immutable;

18.8.4 one backed-up data instance is held on a separate network; and

18.8.5 each account type must have its own unique password or passphrase to access it.

the Customer shall remain responsible and liable for such backup and hold Bluesource harmless for any liability arising out of any computer system backup or failure to provide any computer system backup.

## **19 Limitation Of Liability**

19.1 Neither Party seeks to limit its liability (if any) for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by law.

19.2 Subject to clause 19.1 (Unlimited Liability) and 19.3 (Confidentiality and Data Breach Liability), each Party's total aggregate liability to the other arising under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed an amount equal to one hundred and twenty-five per cent (125%) of the total Fees paid or payable by the Customer to Bluesource under the relevant Service Schedule or Work Order in the twelve (12) months preceding the event giving rise to the claim.

19.3 Notwithstanding the general liability cap set out in clause 19.2 (General Liability Cap), each Party's total aggregate liability arising out of, or in connection with, a breach of clause 13 (Confidentiality) or any breach of applicable data protection laws (including the UK GDPR and Data Protection Act 2018) shall be limited to a maximum aggregate amount of two million pounds sterling (£2,000,000).

19.4 Except for clause 19.1, neither Party shall accept any liability under or in relation to this Agreement, any Service Schedule or their subject matter for indirect loss or damage; consequential loss or damage; loss(es) directly or indirectly due to network access by third parties; or special loss or damage.

19.5 For the purposes of this clause 19 (Limitation of Liability) the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

19.6 Except as expressly stated otherwise, any indemnities given under this Agreement shall be subject to the liability caps set out in this clause 19 (Limitation of Liability).

## **20 Sub-Contracting**

20.1 The Customer acknowledges and agrees that, in order to deliver the Services, Bluesource may subcontract the performance of parts of the Services to third-party subcontractors, in accordance with the Data Processing Policy, the applicable Service Schedule and/or the relevant Work Order.

20.2 Bluesource shall remain responsible for the acts and omissions of its subcontractors as if they were its own acts and omissions for the purposes of this Agreement.

20.3 Where a subcontractor is used in the provision of a Service, details of such subcontractor shall be set out in the Data Processing Policy, the applicable Service Schedule and/or the relevant Work Order. By subscribing to the Services, the Customer is deemed to have consented to such subcontracting unless otherwise expressly agreed in writing.

20.4 The Customer acknowledges that the rejection of a Subcontractor used in the provision of the Service, may result in Bluesource being unable to provide part or all the affected Services.

## **21 Warranties**

### **21.1 Services Warranty**

Bluesource warrants that it shall provide the Services with reasonable care, skill and diligence, in accordance with generally accepted industry standards and in compliance with applicable laws and regulations.

### **21.2 Personnel**

Bluesource warrants that the Services shall be performed by suitably skilled, trained and qualified personnel.

### **21.3 Conformance to Specification**

Where the Services are described in a Service Schedule or Work Order, Bluesource warrants that the Services shall conform in all material respects to such description.

### **21.4 Intellectual Property**

Bluesource warrants that it either owns, or has the right to licence to the Customer, any Intellectual Property used by Bluesource in the provision of the Services or incorporated into Deliverables, and that the use of such Intellectual Property by the Customer in accordance with this Agreement shall not knowingly infringe the rights of any third party.

## 21.5 Excluded Warranties

Except as expressly stated in this Agreement:

21.5.1 the Services are provided on an “as is” basis;

21.5.2 Bluesource does not warrant that any particular result, outcome or objective shall be achieved;

21.5.3 Bluesource does not warrant that the Services will be uninterrupted, error-free or completely secure; and

21.5.4 all warranties, representations, conditions and other terms implied by statute or common law (including any warranties of fitness for a particular purpose or satisfactory quality) are excluded to the fullest extent permitted by law.

## 21.6 Customer Dependencies

The Customer acknowledges that Bluesource’s ability to provide the Services and comply with its warranties is dependent upon the accuracy, completeness and timeliness of information, instructions and materials provided by the Customer, and Bluesource shall have no liability for any failure or defect arising from Customer-provided information or requirements.

## 22 Data Processing Policy

Details of Bluesource’s policy on data processing, data protection, and personal data rights can be found in Bluesource’s Data Processing Policy.

## 23 Intellectual Property

### 23.1 Background Intellectual Property

Each Party shall retain all right, title and interest in and to its Intellectual Property that existed prior to, or is developed independently of, this Agreement (“Background IP”). Nothing in this Agreement shall operate to transfer ownership of a Party’s Background IP.

### 23.2 Bluesource Technology and Background IP

All Intellectual Property in Bluesource’s systems, software, platforms, tools, templates, methodologies, processes, documentation, configurations, models, frameworks (including any AI tools), and any improvements or derivative works thereof (together, “Bluesource Technology”) shall remain the exclusive property of Bluesource.

Except as expressly stated in this Agreement, no rights in Bluesource Technology are assigned to the Customer.

For the avoidance of doubt, no security testing or assessment shall be construed as granting any rights in the Bluesource Technology beyond those expressly set out in this Agreement.

### 23.3 Licence to Customer

Subject to payment of all applicable Fees, Bluesource grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence, for the Term only, to use the Bluesource Technology and any Deliverables incorporating it, solely to the extent necessary for the Customer’s internal use of the Goods and/or Services.

### 23.4 Customer Materials

The Customer retains ownership of all data, materials and Intellectual Property provided by or on behalf of the Customer (“Customer Materials”). The Customer grants Bluesource a non-exclusive, royalty-free licence to use the Customer Materials solely for the purpose of providing the Services.

### 23.5 Deliverables and Outputs

Where Bluesource expressly agrees in a Service Schedule or Work Order to provide customer-specific deliverables (“Deliverables”), ownership of such Deliverables shall vest in the Customer upon full payment, \*\*excluding\*\* any Bluesource Background IP or Bluesource Technology incorporated into or used to create the Deliverable.

To the extent any Deliverable incorporates Bluesource Background IP or Bluesource Technology, such elements are licensed to the Customer in accordance with clause 23.3 (Licence to Customer) and are not assigned.

## 23.6 Residual Knowledge and Re-use

Nothing in this Agreement shall restrict Bluesource's right to use, develop, exploit or license any ideas, concepts, techniques, skills, experience, know-how or methodologies developed or learned in the course of providing the Services, provided that Bluesource does not disclose or misuse the Customer's Confidential Information.

## 23.7 Modification Restrictions

The Customer shall not modify, adapt, reverse engineer, decompile, disassemble or create derivative works of the Bluesource Technology except to the extent expressly permitted by applicable law or agreed in writing.

## 23.8 Third-Party Intellectual Property

Any third-party Intellectual Property included within the Goods and/or Services remains subject to the applicable third-party licence terms and is not assigned to the Customer.

## 24 Nature of the Agreement

24.1 Subject to clause 20 (Subcontractors) this Agreement is personal to the Parties.

24.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Agreement shall limit a Party's liability for fraud or fraudulent misrepresentation.

24.3 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.

24.4 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

24.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to and does not, give any person who is not a Party to it, any right to enforce any of its provisions.

24.6 Any act or omission of any subsidiary, employee, contractor, representative or agent of any Party involved in the performance of this Agreement shall be considered in relation to this Agreement as an act or omission of that Party.

24.7 The Parties agree that, save for Documents created exclusively for the Customer pursuant to the Service Schedule (rights in which shall be owned by the Customer), all other Intellectual Property howsoever arising in all Bluesource's Documents, programs, materials and deliverables shall vest in and belong to Bluesource and the Customer shall at the request of Bluesource take all such steps and execute all such assignments and other Documents as Bluesource may reasonably require to ensure that all such Intellectual Property vest in and belong to Bluesource.

## 25 Anti-Bribery and Anti-Corruption

25.1 Details of Bluesource's policy on anti-bribery and anti-corruption are located at <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time. This policy supports Bluesource's commitment to ethical business conduct and aligns with the UN Global Compact Principle 10 (Anti-Corruption), including the commitment to work against corruption in all its forms (for example: prohibiting bribery and facilitation payments, requiring accurate books and records, managing conflicts of interest, and maintaining appropriate gifts and hospitality controls).

## 26 Anti-Slavery and Human Trafficking

26.1 Bluesource is committed to conducting business with honesty and integrity; treating all people with dignity and respect; and complying with applicable laws, regulations, and treaties. We are also committed to preventing slavery and human trafficking in our business activities and supply chains. This commitment aligns with the UN Global Compact Principles 1–2 (Human Rights) and Principles 4–5 (Labour: Forced Labour and Child Labour), including supporting and respecting the protection of internationally proclaimed human rights and ensuring we are not complicit in human rights abuses (for example: conducting risk-based supplier due diligence, providing accessible reporting/whistleblowing routes, and taking appropriate remedial action where issues are identified), as well as upholding the elimination of forced and compulsory labour (for example: prohibiting retention of identity documents and recruitment fees, and requiring lawful, freely chosen employment). Details of Bluesource's policy on Anti-Slavery and Human Trafficking can be found at <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time.

## 27 Anti-Tax Evasion

27.1 Bluesource has a zero-tolerance approach to all forms of tax evasion, whether under UK law or under the law of any foreign country. This approach supports our commitment to acting ethically and transparently and aligns with the UN Global Compact Principle 10 (Anti-Corruption), including the commitment to work against corruption in all its forms (for example: maintaining appropriate financial controls, assessing third parties for integrity risks, and requiring clear approval and escalation routes for suspected wrongdoing). Details of Bluesource's policy on anti-tax evasion can be found at: <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time.

## 28 Child Labour

28.1 Bluesource does not accept child labour or forced labour and supports the UN Convention on the Rights of the Child (UNCRC) and that of the International Labour Organisation (ILO), collectively referred to as the "Conventions". This position aligns with the UN Global Compact Principles 4–5 (Labour: Forced Labour and Child Labour), including the effective abolition of child labour (for example: age-verification practices and requirements for suppliers to meet minimum age and compulsory education rules) and the elimination of all forms of forced and compulsory labour (for example: ensuring employment is freely chosen and prohibiting threats, coercion, and retention of wages or identity documents). Details of Bluesource's policy on child labour can be found at: <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time.

## 29 Corporate and Social Responsibility

29.1 Bluesource recognises that our corporate social responsibility ("CSR") is important. We are committed to ethical and sustainable business practices and to embedding CSR across our day-to-day operations. In doing so, we take account of our social, economic, and environmental impacts and define our CSR with respect to: conducting business in a socially responsible and ethical manner; protecting the environment and the safety of people; supporting human rights; and engaging, learning from, respecting, and supporting the communities and cultures with which we work. These commitments align with the UN Global Compact and its Ten Principles: Principles 1–2 (Human Rights), Principles 3–6 (Labour), Principles 7–9 (Environment), and Principle 10 (Anti-Corruption) (for example: human rights due diligence and grievance mechanisms; fair employment and non-discrimination; reducing environmental impacts through responsible resource use; and maintaining effective anti-bribery controls). Details of Bluesource's policy on CSR can be found at: <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time.

## 30 Environment

30.1 Bluesource is committed to protecting public health by conducting our operations and activities in an environmentally responsible and sustainable manner. We are committed to complying with all applicable laws and regulations. We recognise that reducing and, where possible, eliminating the environmental impacts of our activities is an important part of our mission. We strive to achieve environmental excellence and will work with our employees and other internal and external entities to establish and follow principles that will guide our environmental practices. This approach aligns with the UN Global Compact Principles 7–9 (Environment), including supporting a precautionary approach to environmental challenges, undertaking initiatives to promote greater environmental responsibility, and encouraging the development and diffusion of environmentally friendly technologies (for example: identifying and reducing energy use and waste, prioritising responsible procurement, and supporting adoption of lower-impact technologies and practices). Details of Bluesource's environmental policy can be found at: <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time.

## 31 Equality, Diversity and Inclusion

31.1 Bluesource is committed to encouraging equality, diversity, and inclusion among our workforce. We aim to eliminate unlawful discrimination and create an environment where every employee feels respected and able to contribute their best. This policy applies to all employees, whether temporary, part-time, or full-time. The aim is for our workforce to be truly representative of all sections of society and our customers, and in providing goods and/or services, committed against unlawful discrimination of customers or the public. We also aim to engage partners and suppliers who have similar commitments. This approach aligns with the UN Global Compact Principles 1–2 (Human Rights) and Principle 6 (Labour: Discrimination), including supporting and respecting internationally proclaimed human rights and upholding the elimination of discrimination in respect of employment and occupation (for example: fair recruitment and progression practices, equal pay and opportunity, reasonable adjustments where required, and clear reporting routes for bullying, harassment, or discrimination). Details of Bluesource's policy on equality, diversity and inclusion can be found at <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time.

## 32 Fraud

32.1 Bluesource conducts all its business in an honest and ethical manner and has a zero-tolerance approach to fraud, and it is committed to acting professionally, fairly and with integrity in all its business dealings and relationships and implementing and enforcing effective systems to counter fraud. This commitment aligns with the UN Global Compact Principle 10 (Anti-Corruption), including the commitment to work against corruption in all its forms, including extortion and bribery (for example: maintaining appropriate controls to prevent, detect and respond to fraud; encouraging reporting of concerns; and rigorously investigating suspected wrongdoing). Bluesource is committed to maintaining an honest, open and well-intentioned atmosphere within the organisation. It is therefore also committed to the elimination of any fraud within the organisation, and to the rigorous investigation of any such cases.

The Company will uphold all laws relevant to countering fraud in all the jurisdictions in which it operates and will remain bound by the laws of the UK, in respect of our conduct both at home and abroad. Details of Bluesource's policy on fraud can be found at <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time

### 33 Health and Safety

33.1 Bluesource are committed to, and accept our moral and legal duties for ensuring, so far as is reasonably practicable, the health and safety, welfare and wellbeing for all our employees within the work environment and that of others who may be affected by its activities. In support of good governance, transparency and accountability in how we manage health and safety risks, this commitment also aligns with the UN Global Compact Principle 10 (Anti-Corruption), including the commitment to work against corruption in all its forms (for example: maintaining accurate reporting and records, ensuring concerns can be raised without retaliation, and not tolerating any misrepresentation of health and safety information). Details of Bluesource's Health and Safety policy can be found at <https://www.Bluesource.co.uk/privacy-and-governance> and as updated from time to time.

### 34 Information Security

34.1 Information security is at the forefront of all that Bluesource does, not only to protect itself as a business but also to provide a secure, safe environment in which to engage with our customers, partners, and employees. We aim to provide robust and secure, products and services, and consider information security by design, in all that we do and certifies our information security management system against various industry standards, including ISO27001:2022, Cyber Essentials and Cyber Essentials Plus. Our information security, as per clause 7.1.6 (Bluesource Responsibilities), is commensurate with the level of risk and processing. A high-level summary of our information security controls can be found at <https://www.bluesource.co.uk/privacy-and-governance> and as updated from time to time.

#### 34.2 Customer-Initiated Penetration Testing

34.2.1 Where Bluesource provides independent third-party penetration testing reports or certifications, the Customer agrees that such evidence shall satisfy any reasonable assurance requirement unless otherwise agreed in writing.

34.2.2 The Customer shall not, and shall not procure or permit any third-party to, conduct any penetration testing, vulnerability scanning, security assessment or similar activity against any Bluesource systems, infrastructure, platforms or Bluesource Technology without Bluesource's prior written consent.

34.2.3 Any permitted testing shall:

- (a) be subject to scope, methodology, timing and toolsets approved in advance by Bluesource;
- (b) be carried out by an appropriately qualified and reputable third-party testing provider;
- (c) not disrupt, degrade or compromise the Services, Bluesource systems or other customers;
- (d) comply with all applicable laws, regulatory obligations and industry standards; and
- (e) be conducted in accordance with Bluesource's information security policies and reasonable instructions.

34.2.4 The Customer shall promptly provide Bluesource with full details of any material findings identified during such testing. All intellectual property rights in and to any test results, reports or findings relating to the Bluesource Technology shall vest in or be licensed to Bluesource to the extent necessary to remediate, improve or enhance its systems.

34.2.5 Any testing conducted in breach of this clause shall be deemed unauthorised access and a material breach of this Agreement. Bluesource shall not be liable for any Losses arising from unauthorised or improperly conducted testing.

### 35 Use of AI

35.1 Bluesource uses a RAG AI tool it has had developed for its own use, called "Moses", to assist with the analysis of service tickets raised with our support teams and our Support Data to aid the resolution of customer incidents by learning from incidents and how they are resolved, recommending solutions to our engineers to aid resolving similar issues, trend analysis, problem management, assisting with proactive support and aiding our productivity. The Parties acknowledge that certain outputs generated through the Services may be created by or utilizing AI technologies. This aligns with regulatory expectations such as the EU AI Act and Data Protection Law, which emphasize human transparency and accountability.

35.2 As with any AI output, there are limitations and whilst Bluesource shall not directly output such data to the Customer to use, understands that AI-generated content or outputs may be subject to error, bias, or limitations and are provided 'as is' without warranties. Bluesource does not guarantee the accuracy or reliability of outputs generated by AI systems and disclaims any liability for actions taken in reliance on such outputs. Such output is not intended to be used to make automated, strategic, legal, financial, or compliance-related decisions.

- 35.3 The output of Bluesource’s AI generated content is only intended for Bluesource’s internal use and the Intellectual Property Rights shall belong to Bluesource. Where any AI generated content has been intended for the Customer’s direct use, to the extent such outputs include sufficient human authorship by Bluesource, they shall be deemed “works made for hire” and, upon full payment, shall be owned by Customer. If any AI-generated outputs do not qualify for copyright protection under applicable law, Customer shall nonetheless have a non-exclusive, royalty-free, perpetual license to use such outputs for its internal business purposes. Bluesource retains all rights in proprietary tools, prompts, and frameworks used in connection with AI content generation.
- 35.4 Bluesource’s Support Data is processed by its RAG tool, Moses, solely for the purpose of delivering the Services in accordance with Bluesource’s Data Processing Policy (clause 22), and whilst not intended to do anything with any PII and Customer data, such Support Data processed by Moses, may contain limited, non-sensitive, PII related to Customer contacts and limited Customer data, such as:

- Company name
- Contact name
- Work email address
- Company address
- Department name
- Job title

Such PII is not intended to be used by Moses or any other future BS AI Tool, or to be used to train general-purpose AI models, or retained beyond the duration it would normally have been. As with any data entrusted to it, Bluesource shall implement commercially reasonable safeguards to protect PII and Customer data and comply with applicable Data Protection Laws.

No PII or Customer specific information will be outputted as part of the AI content.

- 35.5 Bluesource shall ensure that all final deliverables provided to Customer are reviewed or approved by qualified personnel prior to delivery, regardless of whether AI systems were involved in generating preliminary outputs. As stated in clause 35.2, Bluesource does not make any automated decisions based on AI alone.
- 35.6 AI systems are evolving quickly and to provide operational flexibility and future service enhancements, Bluesource reserves the right to modify, upgrade, or replace any technology, including AI tools, used in the delivery of the Services, provided such changes do not materially reduce the quality or scope of the Services, or increase any risk to the Customer.
- 35.7 Where Bluesource provides proprietary software (including any updates) to the Customer that includes AI or machine-learning functionality, features or components (together, “AI Features”), the Parties agree that:
- 35.7.1 any content, recommendations, classifications, predictions, summaries or other outputs generated by the AI Features (“AI Output”) are probabilistic in nature and may be inaccurate, incomplete or inappropriate for the Customer’s intended use;
  - 35.7.2 the Customer is solely responsible for (i) reviewing and validating any AI Output before relying on it, (ii) the Customer’s decisions, actions and omissions taken in reliance on AI Output, and (iii) ensuring that the Customer’s use of the AI Features and AI Output complies with applicable laws, regulations and the Customer’s internal policies (including where AI Output is used in regulated, legal, medical, financial, HR, safety-critical, compliance or other high-risk contexts);
  - 35.7.3 to the fullest extent permitted by applicable law, Bluesource gives no warranty, representation or undertaking that AI Output will be accurate, complete, non-infringing, error-free or fit for any purpose, and the AI Features and AI Output are provided “as is”;
  - 35.7.4 the Customer must not use, and must procure that its users do not use, AI Output as a substitute for professional advice, or to make solely automated decisions that produce legal effects concerning an individual or similarly significantly affect an individual, unless the Customer has implemented appropriate human review and safeguards and is legally entitled to do so;
  - 35.7.5 Bluesource shall have no liability for any Losses arising from or in connection with the Customer’s use of, reliance on, publication of, or failure to review AI Output, except to the extent caused by Bluesource’s breach of this Agreement; and
  - 35.7.6 the Customer shall indemnify and keep indemnified Bluesource against any Losses (including third-party claims, regulatory investigations, penalties and enforcement actions) arising out of or in connection with the Customer’s or its users’ use of the AI Features or AI Output in breach of this Agreement or applicable law.

## 36 Law and Jurisdiction

36.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and any dispute between the Parties shall fall within the exclusive jurisdiction of the courts of England and Wales.

## 37 Resale

37.1 Where the Customer is selling Bluesource's service(s) to their own customer (the "**End Customer**"), subject to Bluesource's prior agreement and the Customer's compliance of these terms and any applicable Service Schedules and Work Orders, Bluesource appoints the Customer as a non-exclusive "**Reseller**" of the agreed services.

37.2 Subject to the terms and conditions of this Agreement, Bluesource grants Reseller a non-exclusive non-transferable and non-assignable limited right and licence to: market, promote, advertise, sell and distribute the agreed Services to End Customer, subject to Bluesource's guidelines provided to the Reseller from time to time, provided the resale of the Services to End Customer shall be subject any agreed flow down terms between themselves and Bluesource, either as an applicable service schedule for the Service (typically as a reseller version of Bluesource's standard service schedule), Bluesource's Privacy Policy, and/ any agreed clauses or variations detailed within a relevant Work Order.

37.3 The Reseller shall only order and sell Service(s) to the End Customer in a territory agreed in advance by Bluesource, within Bluesource's geographical limits and not subject to any sanction's.

37.4 Unless expressly agreed in advance, the Reseller must not compete with Bluesource by offering their own or a competitor's substantially similar service(s) or attract the End Customer away from the Service to an alternative they provide or commercially gain from.

37.5 Except where a Service is exclusively developed for the Customer or otherwise agreed in writing, the Customer must treat all components of the Service as Bluesource or Bluesource's suppliers' intellectual property, in accordance with clause 23 (Intellectual Property), and must not attempt to reverse engineer, copy or develop their own substantially similar service.

37.6 The Reseller's termination clause(s) with the End Customer for the Service(s) must be in line with those agreed between themselves and Bluesource, especially where a term longer than 12 months has been agreed, must not include End Customer options for early termination or break clauses, expect where expressly agreed in writing by Bluesource.

37.7 The Reseller shall indemnify Bluesource for any losses or damages Bluesource incurs because of the Reseller's actions or failures to act in the course of selling Bluesource's Service(s).

37.8 Nothing in this Agreement shall be construed as limiting, in any manner, Bluesource's own marketing, sales or distribution activities or its appointment of other resellers, distributors, licensees or agents.

# SCHEDULE 1 - Digital Operational Resilience (DORA)

(only where applicable to Customer)

## 38 Purpose and Scope

38.1 This Schedule applies where the Customer is a **financial entity subject to Regulation (EU) 2022/2554 (Digital Operational Resilience Act) ("DORA")**, or where compliance with DORA is reasonably required to support the Customer's regulatory obligations.

38.2 This Schedule supplements the Agreement and applies only to the extent required to support the Customer's DORA obligations. In the event of conflict, this Schedule shall prevail solely in respect of DORA-related matters.

38.3 Nothing in this Schedule shall be construed as:

38.3.1 appointing Bluesource as a "critical ICT third party service provider" within the meaning of DORA; or

38.3.2 granting any regulator a direct contractual relationship with Bluesource.

## 39 ICT Risk Management and Security

39.1 Bluesource shall maintain appropriate and proportionate ICT security and operational resilience measures aligned to:

39.1.1 its Information Security Management System;

39.1.2 recognised industry standards (including ISO/IEC 27001); and

39.1.3 the nature, scope and risk profile of the Services.

39.2 Bluesource shall take reasonable steps to ensure the availability, integrity, confidentiality and resilience of the systems and services used to deliver the Services.

#### **40 ICT Incident Notification and Support**

40.1 Where Bluesource becomes aware of an ICT-related incident affecting the Services that may reasonably be expected to either materially disrupt the Services or give rise to a reportable incident under DORA, Bluesource shall notify the Customer without undue delay, providing available information on scope, impact and mitigation.

40.2 Bluesource shall provide reasonable cooperation and assistance to enable the Customer to:

40.2.1 assess materiality and regulatory classification;

40.2.2 meet its incident reporting obligations; and

40.2.3 conduct post-incident reviews.

40.3 Nothing in this Schedule requires Bluesource to disclose information that would:

40.3.1 breach confidentiality owed to other customers; or

40.3.2 compromise the security of Bluesource systems.

#### **41 Operational Resilience and Business Continuity**

41.1 Bluesource shall maintain business continuity and disaster recovery arrangements appropriate to the Services and commensurate with the associated ICT risks.

41.2 Where an ICT disruption arises from supplier dependency, force majeure or a Critical Third-Party failure, the provisions of the Agreement relating to Relief Events, suspension, termination and liability shall apply.

#### **42 ICT Third-Party and Sub-Outsourcing Controls**

42.1 Bluesource may use subcontractors and third-party providers to deliver the Services, provided that:

42.1.1 such subcontractors are subject to appropriate security, confidentiality and resilience obligations; and

42.1.2 their use does not materially reduce the quality, security or regulatory compliance of the Services.

42.2 Where Bluesource materially changes a critical ICT subcontractor, it shall provide the Customer with reasonable notice where necessary.

#### **43 Regulatory Cooperation and Audit Support**

43.1 Where reasonably required for the Customer's compliance with DORA, Bluesource shall cooperate in good faith by:

43.1.1 providing relevant information, policies and records relating to the Services;

43.1.2 responding to reasonable written regulatory information requests submitted via the Customer; and

43.1.3 supporting audits or assessments scoped to the Services.

43.2 Any audit, inspection or review shall:

43.2.1 be limited to matters relevant to the Services;

43.2.2 be subject to reasonable notice;

43.2.3 not unreasonably disrupt Bluesource's operations; and

43.2.4 comply with Bluesource's security and confidentiality requirements.

43.3 Bluesource shall not be required to grant regulators direct access to its premises, systems or personnel unless legally required.

#### **44 Resilience Testing and Penetration Testing**

44.1 The Customer shall not conduct, nor permit third-party security testing against Bluesource systems, except as expressly permitted under the Agreement.

44.2 Where the Customer is subject to regulator-mandated resilience testing (including threat-led penetration testing under DORA), the Parties shall cooperate in good faith to agree:

44.2.1 scope;

44.2.2 methodology;

44.2.3 safeguards; and

44.2.4 remediation handling,  
having regard to the protection of Bluesource systems and other customers.

#### **45 Data, Records and Register of Information Support**

45.1 Bluesource shall provide the Customer with reasonable information required to populate or maintain the Customer's DORA Register of Information, limited to services provided under the Agreement.

45.2 Bluesource is not responsible for the Customer's regulatory classifications, submissions or filings.

#### **46 Confidentiality and Liability**

46.1 All cooperation under this Schedule is subject to the Agreement's confidentiality provisions.

46.2 Nothing in this Schedule:

46.2.1 expands Bluesource's liability beyond the Agreement; or

46.2.2 creates any indemnity, warranty or undertaking except as expressly state.

#### **47 Survival**

47.1 This Schedule shall survive termination of the Agreement to the extent required to support regulatory investigations, audits or incident follow-up relating to Services provided during the Term.