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PREAMBLE:

- (A) These provisions supplement the terms and conditions of the Framework Agreement and Order Form/Call-Off Terms entered between the Parties.
- (B) For the purposes of this Agreement, Nth Dimension and Customer are referred individually as a “Party” and collectively as “Parties”.

AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"Agreement"	means this written agreement and the Schedules together with any documents attached to the Schedules or incorporated into the Schedules by reference;
"Claim"	means any claim, demand, proceeding, action or complaint of any nature or kind;
"Deliverables"	means any work product, material or item developed for the Customer under this Agreement by Nth Dimension, its subcontractors or third parties acting on behalf of Nth Dimension including any specifications, design documents, software, documentation, manuals, process descriptions, data, databases, reports and other similar work product;
“Dependencies”	means any data, software, systems including but not limited to any information or products to be provided by Customer which are necessary for Nth Dimension to perform its Services under this Agreement or as specified under the relevant Call-off Contract/ Order Form.
"Transfer Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any legislation amending, modifying, extending, varying, superseding, replacing, substituting or consolidating it from time to time
“Project”	means the services provided by Nth Dimension to the Customer under an applicable Call-Off Contract/Order Form issued pursuant to this Agreement;
"Services"	means the services to be provided by Nth Dimension with or without Deliverables under this Agreement.

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

- (a) clause and paragraph headings and any table of contents are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a "Party" is to a Party to this Agreement and also includes a reference to that Party's, successors and permitted assigns;
- (c) any reference to a recital, clause, schedule or appendix is to the relevant recital, clause, schedule or appendix to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears;
- (d) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (e) any reference to a person shall include any individual, firm, body corporate, association, joint venture, partnership, government, state or agency of state, in each case whether or not having a separate legal personality. ;
- (f) any reference to statutes, statutory provisions, statutory instruments, enactments, shall include references to any consolidation, re-enactment, modification or replacement of the same from time to time and to any subordinate legislation made pursuant to it;
- (g) any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form and, for the avoidance of doubt, shall exclude e-mail other than in the specific circumstances expressly set out in this Agreement;

2. SERVICES

2.1 The Services shall be provided to the Customer from time to time on dates, at places and in the manner set out in the relevant Call-Off Contract/Order Form.

3. DELIVERABLES

3.1 Nth Dimension shall use all reasonable endeavours to deliver the Deliverables by the date set out in the relevant Call-Off Contract/Order Form and Customer shall on a timely basis assist Nth Dimension for the agreed Dependencies. Risk in any Deliverables shall pass to the Customer upon delivery.

3.2 Risk in any Deliverables shall pass to the Customer upon delivery. Deliverables shall become the Customer's property when all sums owed by the Customer in respect of the Services have been paid in full, whether or not the Deliverables incorporate background Intellectual Property of Nth Dimension. Nth

Dimension grants to Customer a perpetual, non-exclusive, worldwide, non-transferable, royalty-free license to use such Nth Dimension Property solely along with the Deliverables. Until such payment, Nth Dimension shall retain legal and beneficial ownership of the Deliverables which the Customer shall hold as bailee and fiduciary for Nth Dimension.

4. CUSTOMER RESPONSIBILITIES

- 4.1 The Customer shall promptly provide Nth Dimension with all facilities, information, assistance and materials that Nth Dimension requests from time to time to facilitate the proper and timely performance of the Services under an applicable Call-Off Contract/Order Form.
- 4.2 All third party software, hardware or tools required will have to be provided by the Customer. This may be procured by the Customer or can also be procured by Nth Dimension on behalf of the Customer.
- 4.3 Other specific responsibilities will be specified in the relevant Call-Off Contract/Order Form.
- 4.4 The Customer warrants that all information provided by it to Nth Dimension will be accurate in all material respects, and that the Customer is entitled to provide the information to Nth Dimension for its use without recourse to any third party.
- 4.5 If and to the extent that the performance of the Services involves or requires the attendance of Nth Dimension's personnel at any of the Customer premises, the Customer shall ensure that such personnel are allowed access to such premises upon reasonable prior notice during the Customer's normal business hours. The Customer shall take full responsibility for the safety and security of Nth Dimension's personnel whilst at any of the Customer premises.
- 4.6 If the performance of any Services requires use of the Customer's equipment, the Customer shall ensure that Nth Dimension's personnel are given such access to the equipment as is necessary to facilitate the performance of the Services. Any equipment which belongs to the Customer and which is used by Nth Dimension, whether at any the Customer premises or elsewhere, shall remain at the Customer's risk. The Customer shall take all reasonable precautions to safeguard the health and safety of Nth Dimension's personnel whilst working with equipment which belongs to the Customer or is located at the Customer's premises. The Customer shall ensure that such equipment at all times complies with all relevant statutory regulations and approved codes of practice, including without limitation relevant health and safety legislation.

5. CONSENTS AND LEGAL COMPLIANCE

The Customer shall assist Nth Dimension in obtaining any and all necessary licences, authorisations, permits and other consents under the applicable laws and regulations for provision of Services.

6. WARRANTIES

- 6.1 Each Party warrants that it has full power and authority to enter into this Agreement.
- 6.2 Nth Dimension warrants that it shall perform the Services with reasonable skill and care and in accordance with Call-Off Contract/Order Form agreed in writing between the Parties. Nth Dimension shall apply such time, attention, resources, trained personnel and skill as may be reasonably necessary for the due and proper performance of the Services.
- 6.3 Nth Dimension shall comply with all applicable laws, regulatory requirements, standards and codes of practice in performing the Services under this Agreement, and all in matters relating hereto.
- 6.4 Save as set out in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

7. PERSONNEL

- 7.1 Customer may also require Nth Dimension to perform professional services as detailed in each Call-Off Contract/Order Form appended to this Agreement. Nth Dimension shall accordingly provide adequate personnel as set forth in the applicable Call-Off Contract/Order Form. The Fees payable to Nth Dimension for professional services shall be computed on the basis of eight (8) hours per day irrespective of the deployment of the Nth Dimension Personnel by the Customer. In case of overtime beyond eight (8) hours, the payment shall be made at such rates to be agreed by the Parties which shall not be less than the agreed rates for normal working hours.
- 7.2 Nth Dimension shall be solely responsible for the selection and allocation of personnel to perform the Services, provided that if at any time during the performance of the Services, the Customer considers that the performance or conduct of Nth Dimension's personnel is materially deficient, the Customer may require the provision of, and Nth Dimension shall with reasonable notice from Customer and mutually agreed time period provide, replacement personnel.
- 7.3 Notwithstanding any other provision of this Agreement, Nth Dimension shall instruct those personnel who perform any Services at the Customer's premises to become familiar with and to abide by all health and safety laws and

regulations, and any security, safety and other codes of practice for the Customers and employees applicable at such premises and notified to Nth Dimension by the Customer.

- 7.4 Nth Dimension acknowledges that, unless otherwise agreed in writing, none of its personnel who perform the Services shall become an employee of the Customer, and the Customer shall not have any obligation to pay any such personnel's salary, national insurance, social security or any other amounts required by law or by contract to be paid to or in respect of any such personnel by his or her employer.

8. ON-BOARDING PROCESS

- 8.1 After receiving the purchase order from the Customer, Nth Dimension will start the work after a mutually agreeable time period (typically 4 weeks) as set out in the relevant Call-off Contract/ Order Form.

9. TERMINATION ASSISTANCE

- 9.1 Upon notice of termination of this Agreement, the Parties will promptly develop an Exit Plan to effect the orderly transition to the Customer or its designee, of the Services then being performed or managed by Nth Dimension. The Exit plan will set forth the tasks and actions to be performed by Nth Dimension and the Customer; the time for completing such tasks and actions; the additional charges for Termination Assistance as mutually agreed, and the criteria for declaring the transition completed. The Parties, their employees and agents will cooperate in good faith to execute such plan and each Party will perform those tasks and actions assigned to it in such plan.
- 9.2 Nth Dimension shall maintain Service Levels throughout the Term, including disengagement period as defined in the SOW Order Form. If Termination Assistance places any additional burden on the staff ordinarily assigned by Nth Dimension for performance of the Services, Nth Dimension may request relief from Service Level commitments and/or other obligations, as per the Change Control Process.
- 9.3 The Customer shall pay such reasonable charges for Termination Assistance as agreed in the Exit Plan.

10. VARIATIONS

- 10.1 Nth Dimension is willing to give positive consideration to any variations to the Services that the Customer may propose, subject to Nth Dimension agreeing with the Customer, an appropriate adjustment in the Fees. Any variation in the Services shall be discussed during the Parties review meetings as contemplated by Clause 9. No variation to the scope or terms of any Services shall formally take effect unless and until agreed in writing by Parties.

- 10.2 Nth Dimension shall have no obligation to perform any work or undertake any activity which does not comprise part of the Services. If the Customer requests and Nth Dimension agrees to perform any such extra work, such work will be charged at Nth Dimension's prevailing rates or such other fees as may be agreed in writing between the Parties.

11. PROJECT ACCEPTANCE

- 11.1 The Customer will designate one or more of its personnel with full authority and competence ("Acceptor") to:
- a) accept or reject Deliverables (in whole or in part) and
 - b) communicate the Customer's comments, objections or responses concerning any Deliverable.
- 11.2 Following completion by Nth Dimension of the Deliverables or milestones under a Project, in whole or in part as specified in the Call-Off Contract/Order Form and upon their delivery to the Customer, the Customer shall within any agreed acceptance period provided in the applicable Call-Off Contract/Order Form, shall carry out testing or assessment of the Deliverables. The Deliverables shall be deemed to have been accepted by the Customer after seven (7) working days of delivery thereof unless the Customer satisfactorily demonstrates any material failure or deficiency in the Deliverables within the said period of seven (7) days.
- 11.3 In accordance with section 11.1 above, should the Deliverables fail the tests or assessments to such material extent, Nth Dimension at its own cost shall perform such re-work so as to ensure that the Deliverables pass such test or assessment.
- 11.4 Following re-submission by Nth Dimension to the Customer for acceptance testing, the Customer will repeat the acceptance tests or assessments within a revised testing timetable as agreed between the Parties and shall notify Nth Dimension in writing if they pass the tests or assessments.
- 11.5 If at the end of the said acceptance tests or assessments following re-submission, the Deliverables fail the tests the procedure set out in section 11.2 and 11.3 will be repeated. If at the end of those acceptance tests or assessments following re-submission the Deliverables fail the tests, the Customer shall have the right to invoke a further period of correction as specified above.

12. NON-SOLICITATION

The Customer agrees, during the term of this Agreement and for a period of one (1) year following its termination, not to solicit or hire for employment any officer, employee, agent of Nth Dimension.

13. INDEMNITY PROCESS

- 13.1 Save as expressly provided otherwise elsewhere in this Agreement, in respect of each indemnity in this Agreement under which a Claim is brought by a third party against the indemnified Party, the indemnified Party agrees to:
- (a) notify the indemnifying Party promptly upon becoming aware (and in any event within thirty (30) days of any Claim;
 - (b) make no admissions or statements without the indemnifying Party's consent (not to be unreasonably withheld or delayed);
 - (c) reserve for the indemnifying Party the right if it chooses to take exclusive control of the litigation and to conduct/settle litigation and negotiations as the indemnifying Party sees fit (subject to keeping the indemnified Party reasonably informed) and provided that the indemnifying Party's actions in this regard do not result in any expenses for the indemnified Party which it has not previously authorised;
 - (d) give the indemnifying Party, at the indemnifying Party's cost, such assistance as may be reasonably required;
 - (e) preserve and not waive legal professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without the prior consent of the indemnifying Party; and
 - (f) not enter into any binding agreement or arrangement to settle such claim without the prior written consent of the indemnifying Party, such consent not to be unreasonably withheld or delayed.

14. NO PARTNERSHIP OR AGENCY

No provision of this Agreement creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority to bind, to contract in the name of or to create a liability for the other Party in any way or for any purpose and neither Party shall hold itself out as having authority to do the same.

15. VARIATION, WAIVER AND CONSENT

Failure or neglect by either Party to enforce at any time any of the provisions hereof shall not be construed as nor shall be deemed to be a waiver of that Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that Party's right to take subsequent action.

16. MISREPRESENTATION / ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter covered and supersedes any previous agreements,

arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matters.

- 16.2 The Parties acknowledge that, other than those which are expressly incorporated into this Agreement, no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, it has not relied on any statement or representation (whether written or oral) made by, or on behalf of the other Party.

17. COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each of which is an original and all of which together evidence the same agreement.

18. TRANSFER OF UNDERTAKINGS

In the event any personnel of a Party (and/or personnel of their affiliates and/or subcontractors) (“**Indemnifying Party**”) claims employment with or the transfer of employment to the other Party, its affiliates and/or subcontractors (“**Indemnified Party**”) pursuant to the Transfer Regulations, the other Indemnified Party shall be entitled to terminate the employment of any such individual and the Indemnifying Party shall indemnify the Indemnified Party against all loss, damage, fine, penalty, cost, expense or other liability (including reasonable legal and other professional fees) arising out of or in connection with the termination of such employment and any liability incurred prior to such termination, including (without limitation) any employment costs, statutory, contractual, pension (including enhanced pension benefits) or other redundancy payments or liability arising from failure to consult under the Transfer Regulations.



SCHEDULE 1

Call-Off Contract/Order Form

Nth Dimension shall perform the following services for the Customer, in the manner set out herein:

1. Commencement Date

[To be completed]

2. Location

[To be completed]

3. Type of Services

[To be completed]

4. Deliverables (as applicable)

[To be completed]

5. Delivery Dates

[To be completed]

6. Fees

[To be completed]