

Classification: CONFIDENTIAL

Classification: Confidential

DATED

12/18/2025

SOFTWARE LICENCE AND MAINTENANCE AGREEMENT

between

LS Telcom AG

and

OFFICE OF COMMUNICATIONS

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This agreement is dated 12/18/2025

Parties

- (1) **LS TELCOM AG** (registered number HRB1164-BH at the Amtsgericht Baden-Baden) whose registered office and principal place of business is at Im Gewerbegebiet 31-33 in 0-77839 Lichtenau, Germany ("Supplier"); and
- (2) **OFFICE OF COMMUNICATIONS**, a statutory body corporate established under the Communications Act 2003, whose principal office is at Riverside House, 2a Southwark Bridge Road, London, SE1 9HA ("Ofcom"),

each a "Party" and together the "Parties".

BACKGROUND

- (A) Pursuant to a software development and licence agreement entered into by the Parties on 9 May 2006 as amended and restated on 5 February 2007 (and as subsequently amended) (the "Original Licence Agreement"), a software maintenance agreement entered into by the Parties on the same date as amended and restated on 5 February 2007 (the "Original Maintenance Agreement") (together, the "Original Agreements") and any such other agreements entered into by the Parties and relating to the Software (as defined below), the Supplier agreed to adapt, licence to Ofcom and maintain certain software for Ofcom's spectrum licensing platform.
- (B) Ofcom requires certain maintenance services in respect of such Software. In addition, Ofcom may require from time to time that the Supplier provides bespoke software development services, i.e. delivering customer-specific features requested by Ofcom, typically provided as customer-specific updates to the Software or its components, in relation to the Software to Ofcom to ensure that the Software meets Ofcom's evolving needs as a regulator in the UK.
- (C) In accordance with the requirements of the Act (as defined below), Ofcom has awarded the contract for the provision of the Services (as defined below) to the Supplier.
- (D) The Parties have agreed to enter into this agreement which sets out the terms on which the Supplier has licensed the Software to Ofcom, and the terms on which the Supplier agrees to provide support and maintenance and bespoke software development services for such Software.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Act: means the Procurement Act 2023 (as amended from time to time) and related secondary legislation (including the Procurement Regulations 2024).

Associated Persons: has the meaning given to it in clause 36.3.

BCDR Plan: has the meaning given to it in clause 38.2.

Bespoke Software: means the computer software programs and modifications which the Supplier develops pursuant to a Work Order issued in accordance with Schedule 4 (including any updates to those programs and modifications which are provided under the terms of this agreement);

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Central Government Body: a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency.

Change: any addition to, or amendment of, this agreement. For the avoidance of doubt, this excludes changes to Work Orders, which shall be agreed in accordance with the procedures set out in Schedule 4.

Change Control Proposal: has the meaning given to that term in clause 16.2.

Charges: the Maintenance Fee.

Claim: has the meaning given to that term in clause 24.2.

Commencement Date: 1 January 2026

Confidential Information:

- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, Ofcom's customers or suppliers (whether relating to this agreement or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;

- (c) in the case of Ofcom, any information which concerns the statutory functions or operations of Ofcom or any Third Party Service Provider or concerns the business, operations or customers of any person subject to regulation by Ofcom;
- (d) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (e) the existence and terms of this agreement, any Work Order and of any subsequent agreement entered into in relation to this agreement;
- (f) the fact that discussions and negotiations are taking place concerning this agreement and the status of those discussions and negotiations; and
- (g) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made).

Connected Person: has the meaning given in paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023.

Contract Manager: the key contact person appointed by each of the Supplier and Ofcom under clause 21.

Contract Year: each consecutive 12-month period from the Commencement Date.

Control: the meaning given in section 1124 of the Corporation Tax Act 2010, and **Controls**, **Controlled** and the expression **change of control** shall be interpreted accordingly.

Controller, Processor, Processed, Data Subject(s), Supervisory Authority: have the meaning given in the Data Protection Legislation.

Cybersecurity Requirements: all applicable EU or German law laws, regulations and sanctions relating to the protection of personal data and the security of network and information systems and security breach and incident reporting requirements applicable to the Supplier and/or to the Supplier's provision of the Services under this agreement including:

- (a) EU General Data Protection Regulation ((EU) 2016/679);
- (b) Directive (EU) 2016/1148 on security of network and information systems (EU NIS Directive);
- (c) ISO/IEC 27001; and
- (d) ISO 9001,

each as amended and/or updated from time to time.

provided, however, that the Supplier shall only be required, in addition to the instruments described in (a) – (d) above, to comply with:

- (i) such additional requirements that are directly applicable to it as a company established in Germany and subject to German and EU laws and regulations; and

(ii) subject to a Work Order for Optional Development Services, any additional requirements imposed under English law, by Ofcom or by any other competent UK authority, that are (A) applicable to the Supplier in its capacity as a supplier to Ofcom, and (B) which are not already met by the Supplier through its compliance with German/EU law and the instruments set out in paragraphs (a) – (d) above.

Data Protection Legislation: for the periods for which they are in force and applicable to the Parties and in each case as amended from time to time:

- (a) the General Data Protection Regulation ((EU) 2016/679);
- (b) any national laws implementing or supplementing the EU GDPR in the Member State of the Supplier's establishment, including the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG);
- (c) the ISO/IEC 27001 Information Security Management System standard;
- (d) any applicable requirements under EU or German law that relate to the processing of personal data or the protection of privacy including the Electronic Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003);
- (e) such additional data-protection requirements that are directly applicable to it as a company established in Germany and subject to German and EU law; and
- (f) subject to a Work Order for Optional Development Services, any additional requirements imposed under English law, by Ofcom, or by any other competent UK authority that are applicable to the Supplier in its capacity as a supplier to Ofcom, and which are not already met through its compliance with German/EU law and the instruments set out above.

Debarment List: the list of suppliers referred to in section 62 of the Procurement Act 2023.

Deliverables: any documentation, software, know-how or other works supplied by the Supplier to Ofcom in the course of providing the Services excluding the Supported Software.

Designated Equipment: Ofcom's technical infrastructure which complies with minimum requirements as notified by the Supplier to Ofcom.

Disclosing Party: a Party that makes a disclosure of Confidential Information to another Party.

Dispute: has the meaning given to that term in clause 49.1.

Documentation: the documents provided by the Supplier for the Software, in either printed text or machine-readable form, including the technical documentation, program specification and operations manual including all such documents provided to Ofcom pursuant to the Original Agreements.

Document Deliverables: means any deliverable under the relevant Work Order which is produced in document form, including but not limited to the Software Documentation (as defined in Schedule 4).

DP Change: has the meaning given to it in clause 25.11.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Supervisory Authority or relevant government department in relation to such regulations.

Escrow Provisions: shall mean the provisions in respect of escrow as set out in Schedule 8.

Excluded Supplier: has the same meaning as in section 57 of the Procurement Act 2023.

Excludable Supplier: has the same meaning as in section 57 of the Procurement Act 2023.

Extended Term: has the meaning given to it in clause 26.2.

FOIA: the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Holding company and subsidiary: a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

Implementation Plan: means the timetable and schedule of responsibilities relating to the development of the Bespoke Software set out in the relevant Work Order as it may be amended from time to time in accordance with this agreement.

Incident: any Vulnerability, Virus or security incident which:

- (a) may affect the Supported Software;
- (b) may affect the Supplier's network and information systems such that it could potentially affect the Supported Software or Ofcom; or
- (c) is reported to the Supplier by Ofcom.

Initial Term: has the meaning given to it in clause 26.1.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Known Vulnerability: any Vulnerability meeting any of the following criteria:

- (a) assigned a Common Vulnerabilities and Exposures (CVE) number and rated "High" or "Critical" under the Common Vulnerability Scoring System (CVSS);

- (b) listed as "High" or "Critical" on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or
- (c) disclosed on the internet, or any public database, and identifiable through reasonable industry-standard searches;
- (d) provided that:
 - (i) it is exploitable under the specific implementation and configuration;
 - (ii) it was publicly disclosed at least fifteen (15) Business Days before the relevant Maintenance Release delivery.

KPIs: the key performance indicators for the Services as specified in Part 3 of Schedule 3.

Latent Vulnerability: any instances of typical classes of Vulnerability. For example, buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

Maintenance Fee: the charges payable for the Services under this agreement, being (where the context so requires) each or any of the following:

- (a) the charges for the Standard Support Service set out in Schedule 2 (which charges also include the Maintenance Service and the Updating Service); and
- (b) any charges agreed for Optional Development Services,

in each case as the same may be amended from time to time in accordance with clause 15.5.

Maintenance Fee Overview: the document attached in Part 2 of Schedule 2;

Maintenance Release: a release of the Software (Update) including: (a) standard updates, including New Versions, generally available to all customers, or releases which otherwise amend or upgrade the Software; (b) general or individual error-correcting updates, or releases which otherwise correct faults; and (c) updates featuring bespoke functionalities, or releases otherwise adding functionality (including, for the avoidance of doubt, updates to implement any Bespoke Software).

Maintenance Service: the provision of Maintenance Releases to Ofcom in accordance with this agreement, including clause 5.2.

Manager: the person appointed by Ofcom from time to time in order to fulfil the role described in clause 11.3.

Mandatory Policies: Ofcom's business policies and codes listed in Schedule 6, as amended by notification to the Supplier from time to time.

Mitigate: the taking of such reasonable steps that would be taken by a prudent provider of support services in accordance with Good Industry Practice to mitigate against the Incident in question and the terms **Mitigated** and **Mitigation** shall be construed accordingly.

Modification: any Maintenance Release (including, for the avoidance of doubt, New Versions).

New Entity: has the meaning given to that term in clause 37.3.

New Version: any new version of the Software which is periodically marketed and made commercially available by the Supplier in the ordinary course of its business. Such a version may include substantial enhancements or modifications compared to previous versions, while still functioning as a successor in terms of features and technology.

Nominated Service Provider: Coforge Limited or such other service provider as Ofcom may designate from time to time.

Ofcom Premises: any land or buildings or premises owned or occupied by Ofcom.

Optional Development Services: any services that Ofcom and the Supplier may from time to time agree (in accordance with the process set out in Schedule 4) shall be supplied to Ofcom by the Supplier under the terms of this agreement.

Original Agreements: has the meaning given to it in Recital A.

Original Licence Agreement: has the meaning given to it in Recital A.

Original Maintenance Agreement: has the meaning given to it in Recital A.

Permitted Users: any of Ofcom's employees, directors, subcontractors or professional advisers and, any Third Party Service Provider and any of the employees, directors, subcontractors or professional advisers of any Third Party Service Provider, provided that any such third parties are only entitled to use the Software to the extent they are carrying out work on behalf of and for the benefit of Ofcom.

Personal Data: the personal data (as defined in the Data Protection Legislation) which relates to or originates from Ofcom, or any of Ofcom's employees, contractors or Ofcom's customers and which is processed by or on behalf of the Supplier under this agreement or any Work Order.

Preceding Month: has the meaning given to it in clause 9.1(c).

Prohibited Act: has the meaning given to it in clause 36.1.

Receiving Party: a Party to which a disclosure of Confidential Information is made by another Party.

Relevant Records: all data, information, text, drawings, records, documents and other materials which are embodied in any medium (including any electronic, optical, magnetic or tangible media) generated by the Supplier or any subcontractor or otherwise within the possession or control of the Supplier or any subcontractor which relate to the Software or the performance of the Supplier's obligations under this agreement or any Work Order.

Relevant Requirements: has the meaning given to it in clause 36.2.

Relevant Services: any services (including the services of consultant programmers, system maintainers, outsourcing, or disaster recovery or other service suppliers) which are provided to Ofcom for the purpose of, or in connection with, the permitted use, development, modification or maintenance of the Software.

Relevant Terms: has the meaning given to it in clause 36.3.

Restrictive Open Source Code: has the meaning given to it in clause 20.3(j).

Service Levels: those standards of performance to be achieved by the Supplier in performing the Services as set out in Schedule 3 and Schedule 4.

Services: includes (as appropriate) the Standard Support Service, the Updating Service, the Maintenance Services, and any Optional Development Services which are included within an order for Optional Development Services under clause 7.

Software: the programs listed in Part 1 of Schedule 1 and all Documentation in respect of such programs and any Modification which is acquired by Ofcom during the subsistence of this agreement.

Software Deliverables: means the Software and Bespoke Software contained in any release of Software which the Supplier is required to deliver in accordance with the Functional Specification (as defined in Schedule 4) or Implementation Plan.

Source Code: means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code;

Source Code Materials: means, in relation to the Source Code, all design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software and all relevant and associated documentation, as required to enable a competent and appropriately skilled software professional to modify and operate the Software;

Source Code Release: has the meaning given in paragraph 1.9 of Schedule 8.

Source Code Deposit Plan: has the meaning given to it in clause 4.1.

Standard Support Hours: 8.00 am to 5.00 pm, Monday to Friday, on days on which the banks in Stuttgart are open for business.

Standard Support Service: the support service more particularly described in Schedule 3 which is to be provided by the Supplier to Ofcom under clause 6.1.

Supplier Personnel: all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor engaged in the performance of its obligations under this agreement or any Work Order.

Support Manager: the person appointed by the Supplier from time to time in order to fulfil the role described in clause 8.1(a).

Support Staff: those officers, employees, workers, agents or subcontractors of the Supplier connected with this agreement, including those individuals who perform the Supplier's obligations under this agreement or any Work Order and (where the context permits) the Support Manager.

Supported Software: the meaning set out in clause 5.1.

Tax Deduction: has the meaning given to it in clause 15.4.

Third Party Service Provider: any person (other than the Supplier) engaged by Ofcom to provide services to Ofcom including the Nominated Service Provider.

"Trigger Events": the following shall constitute trigger events:

- (a) an insolvency event, which shall include the following:
 - (i) an order is made for the winding up of the Supplier, the Supplier passes a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation) or a liquidator of the Supplier is appointed; or
 - (ii) an order is made for the appointment of an administrator of the Supplier or an administrator of the Supplier is appointed; or
 - (iii) the Supplier enters into a compromise or arrangement with creditors; or
 - (iv) the Supplier has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or
 - (v) the Supplier is dissolved; or
 - (vi) any similar or analogous proceedings or event to those in (i) to (v) above occurs in respect of the Supplier within any jurisdiction outside England;

and no substitute service is offered to Ofcom (either by the Supplier or by any successor body or entity to the Supplier), within thirty (30) days of the initial notification to Ofcom, such service to be provided substantially on the same terms and conditions as this agreement and that Ofcom accepts (at its sole discretion). For the purposes of Schedule 8, any event under this paragraph (a) shall be called an "**Insolvency Event Trigger**"; or

- (b) the Supplier:
 - (i) ceases to carry on its business or the part of the business which relates to the Software; or
 - (ii) takes a decision to discontinue the Maintenance Services;

and no substitute Software or service is offered to Ofcom within 30 days of the initial notification to Ofcom, that Ofcom (acting reasonably) deems acceptable. For the purposes of Schedule 8, any event under this paragraph (b) shall be called an "**LS Trigger**"; or

- (c) the Supplier fails to provide the Maintenance Services in material conformance with this agreement such that this constitutes a material breach of this agreement and (if such breach is remediable) fails to remedy that breach: (i) within a first cure period of thirty (30) days after being notified in writing to do so; and (ii) upon a second written notice from Ofcom referring to the same breach, within an additional cure period of thirty (30) days; provided that Ofcom has, during both cure periods, supplied all information, access, decisions and cooperation reasonably required by the Supplier to remedy the breach. For the purposes of Schedule 8, any event under this paragraph (c) shall be called a "**Material Breach Trigger**".

UK GDPR: the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Unsupported Software: the Software listed in Part 2 of Schedule 1.

Updating Service: those services related to the provision of New Versions by the Supplier to Ofcom in accordance with this agreement, including clause 5.5.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any equivalent similar tax chargeable in the UK or elsewhere.

Virus: any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

Warranty Period: the 12-month period from the Acceptance Date of each of the Document Deliverables and/or Software Deliverables to be provided pursuant to Schedule 4.

Work Order: written acceptance by Ofcom of a Work Proposal in the form set out in Annex 1 to Schedule 4, and shall be deemed to incorporate the Work Proposal to which it relates (including, for the avoidance of doubt, all documents referred to in such Work Proposal).

Work Proposal: a written proposal (in the form set out in Annex 3 to Schedule 4) by the Supplier for the implementation of a Work Request, and includes, for the avoidance of doubt, all documents referred to in such written proposal.

Work Request: a written request from Ofcom for development work or related services in the form set out in Annex 2 to Schedule 4 and includes, for the avoidance of doubt, all documents referred to in such written request.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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- 1.6 In the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in the schedules or appendices, the provision in the body of this agreement shall take precedence.
- 1.7 Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.10 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.11 A reference to **writing** or **written** excludes fax but not email.

PART A: Software Licence

2. Delivery, acceptance and installation

- 2.1 The Parties acknowledge and agree that pursuant to the terms of the Original Licence Agreement, the Software has been delivered by the Supplier to Ofcom and has been installed and accepted by Ofcom.

3. Licence and duration

- 3.1 The Parties acknowledge and agree that pursuant to the terms of the Original Licence Agreement, Ofcom has a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide licence to use the Software (as defined in particular but not exclusively, in clauses 3.1 to 3.6 and 17 of the Original Licence Agreement and as may have been updated or modified pursuant to any further agreement(s) between Ofcom and the Supplier). The Parties further acknowledge and agree that the definition of '**Developed Software**' under the Original Licence Agreement - which includes computer software programs and modifications developed by the Supplier under the Original Licence Agreement (including any Updates provided under the Original Maintenance Agreement) - shall also encompass any modifications or Maintenance Releases delivered under the terms of this agreement.
- 3.2 For the avoidance of any doubt, pursuant to the terms of this agreement, the Supplier grants to Ofcom a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide licence on the terms of this agreement:

- (a) to use the Software including any Modifications;
- (b) to develop, modify, maintain, use and otherwise exploit the Software in accordance with the terms of the Escrow Provisions (Schedule 8), but only after the occurrence of a Trigger Event;
- (c) to use, solely to the extent necessary to exercise the rights granted under this agreement, any intellectual property rights subsisting in the Software, Maintenance Release and/or Modifications; and
- (d) subject to clause 3.3(c), to grant to the Nominated Service Provider and its related companies a sub-licence to use, and, after the occurrence of a Trigger Event, to develop, modify, maintain and otherwise exploit the Software in accordance with the terms of the Escrow Provisions (Schedule 8).

3.3 In relation to scope of use:

- (a) for the purposes of clause 3.2(a) to 3.2(d) inclusive, use of the Software shall be restricted to use of the Software in object code form for the normal business purposes of Ofcom and, after the occurrence of a Trigger Event, in source code form in accordance with the terms of the Escrow Provisions, but shall include any act which is reasonably incidental to such use, including the creation of as many copies of the Software as may be necessary to enable use of the Software in accordance with this clause 3.3(a), making the Software available on servers or virtually in the cloud, providing access to, the Software, and the maintenance of a reasonable number of back-up or test copies of the Software;
- (b) Ofcom shall not permit more than the permitted number of concurrent users set out in Schedule 1 to access the Software at any point in time;
- (c) any sub-licence granted to the Nominated Service Provider under clause 3.2(d) shall limit the Nominated Service Provider's right to use (or, where permitted by clause 3.2(d), to develop, modify, maintain and otherwise exploit the Software in accordance with the terms of the Escrow Provisions (Schedule 8)) to such right as is necessary for the purpose of carrying out the Relevant Services only; and
- (d) Ofcom shall have no right to copy, adapt, reverse engineer, decompile, disassemble or modify the Software in whole or in part except:
 - (i) as provided in this clause 3;
 - (ii) as permitted by law; or
 - (iii) to the extent permitted by law, where such action is legitimately required for the purposes of achieving interoperability between the Software and other software or systems used by Ofcom.

3.4 In relation to assignment and sub-licensing:

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- (a) Ofcom shall not grant sub-licences except as expressly permitted under clause 3.4(c);
- (b) Ofcom shall be permitted to assign or novate the benefit and burden of this licence as a whole to any entity which succeeds to all or substantially all of Ofcom's assets and business, subject to that assignee or new company first undertaking in writing to the Supplier that it will henceforth perform all the obligations of Ofcom under this licence. All references in this licence to Ofcom shall be construed as including any such company. The Supplier shall continue to comply with the provisions of this licence after any such assignment or novation; and
- (c) Subject to clause 3.4(a) and clause 3.4(b), Ofcom shall not:
 - (i) sub-license, assign or novate the benefit or burden of this licence in whole or in part;
 - (ii) allow the Software to become the subject of any charge, lien or encumbrance; and
 - (iii) deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed. The Parties agree that it shall be unreasonable for the Supplier to withhold consent to sublicensing to any service provider which Ofcom engages to replace the Nominated Service Provider other than where the Supplier gives valid reasons why the use of the Software by the proposed replacement service provider would be prejudicial to the Supplier.

3.5 Ofcom shall ensure that where it grants a sub-licence pursuant to this clause 3, the third party to which Ofcom grants such sub-licence shall comply with this clause 3 to the extent applicable.

4. Software Installability and Escrow

4.1 Within six (6) months of the Commencement Date, the Parties shall agree a method of depositing Source Code licensed by the Supplier to Ofcom under this agreement (the "**Source Code Deposit Plan**") in a manner which meets the requirements of the Escrow Provisions set out in Schedule 8 and the reasonable requirements of the Parties from time to time with the express intention to provide security and /or business continuity to Ofcom in respect of its use and consumption of the Software upon the occurrence of a Trigger Event.

4.2 The Parties shall comply with the Escrow Provisions as set out in Schedule 8.

PART B: Software Maintenance

5. Supported Software

5.1 The Supported Software is:

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- (a) the Software;
- (b) any Modification which is acquired by Ofcom (whether under this agreement or any other agreement between the Supplier and Ofcom) during the course of this agreement and which accordingly becomes part of the software defined as the Software;
- (c) any other software which the Supplier and Ofcom agree should be Supported Software for the purposes of this agreement including the software listed in Part 1 of Schedule 1, but excluding always the Unsupported Software.

5.2 The Supplier will:

- (a) provide standard updates, including New Versions, and general error-correcting updates that are generally made available to all customers, to Ofcom without charge, and in any event no later than the time such updates are made available to its other customers. Where such updates require Ofcom-specific adaptations due to Ofcom-specific software features, the Supplier shall implement and deliver such Ofcom-adapted standard updates to Ofcom without undue delay; and
- (b) ensure that each Maintenance Release shall comply with the Cybersecurity Requirements; and
- (c) before each Maintenance Release:
 - (i) scan for Viruses using commercial tools with definitions no older than fifteen (15) days;
 - (ii) scan for Known Vulnerabilities using recognised tools (e.g. Anchore or equivalent) with definitions no older than fifteen (15) days;
 - (iii) take reasonable steps to mitigate Latent Vulnerabilities in accordance with Good Industry Practice;
 - (iv) where additional testing (e.g. penetration testing) is requested by Ofcom, such services shall be subject to a separate Work Order;
 - (v) where Known Vulnerabilities exist in third-party components and no patch is available, the Supplier may subject to receiving Ofcom's prior written consent, include them without liability, provided that the Supplier is of the reasonable opinion that the vulnerability does not pose an imminent risk to the security of Ofcom's systems and no feasible alternative exists.

5.3 Ofcom may refuse or delay installation of any Maintenance Release if:

- (a) virus or vulnerability scans by Ofcom or the Supplier using more recent databases reveal a Virus or Known Vulnerability; or
- (b) the release includes a component affected by a Known Vulnerability as per clause 5.2(c)(v),

and for the avoidance of doubt, where Ofcom exercises its rights under this clause 5.3, the Supplier shall use all reasonable endeavours to remedy the issue as soon as reasonably possible at the Supplier's sole cost (in any event, except to the extent that such issues are caused by a third party, the issue shall be remedied within 30 calendar days from Ofcom's notice).

5.4 If Ofcom fails to make arrangements for the installation of a Maintenance Release within 12 months of the Supplier notifying Ofcom that such Maintenance Release is available for installation (and such failure is not attributable to a failure of the Maintenance Release to achieve acceptance under clause 5.3 or clause 6), the Supplier shall notify Ofcom and if Ofcom has still not installed the relevant Maintenance Release within 30 days of receipt of such notice, the Supplier may terminate this agreement by giving six months' written notice to Ofcom. For the purposes of this clause 5.4, the term Maintenance Release shall not include New Versions (see clause 5.6(b)).

5.5 In relation to New Versions:

- (a) for the duration of this agreement the Supplier shall:
 - (i) keep Ofcom informed of any planned or actual technical or business developments, whether of the Supplier or of any relevant third party that may, in the reasonable opinion of the Supplier, be likely to affect the Software;
 - (ii) inform Ofcom of any planned or completed New Version;
 - (iii) offer to Ofcom the opportunity to examine any New Version and tests or results of tests of such New Version that the Supplier may carry out, or may have carried out; and
 - (iv) operate on new versions of operating system software (typically released every 3 to 4 years), within 18 months of Ofcom request (or such other timescales as may be mutually agreed between the Parties, depending on the scale of the change in question). Where a version is not functionally stable, Ofcom may agree not to update to the new version;
- (b) if the Supplier releases a New Version (N) and Ofcom decides not to acquire and install such New Version, then such decision shall not give rise to any right to terminate this agreement, nor shall it result in any adverse effect on the Services or the performance of the Supplier's obligations under this agreement. The Supplier will continue to maintain, remedy and fix the then-current version (N) and the previous version (N-1) of the Software in accordance with the terms of this agreement. If Ofcom requires the Supplier to maintain older versions of the Software, then appropriate SLAs and associated costs will be agreed under a Work Order for Optional Development Services.

5.6 If requested by Ofcom, the Supplier shall provide training, at its then standard rates of charge for the time being in force for provision of training, as reasonably necessary to enable Ofcom to make proper use of any New Version.

5.7 The Supplier shall deliver promptly following each major Modification (and in any event within a reasonable time of the relevant Modification) adequate documentation containing an explanation of the purpose of the Modification (as applicable), details of the effect of the Modification (as applicable) on the Software and instructions on the use of the Modification, including written notification of any necessary amendments to user manuals. Manuals shall not be required to be updated for minor Modifications that do not affect the user's ability to operate the Software as outlined in the current manual.

5.8 The Supplier undertakes and warrants that:

- (a) no Maintenance Release will adversely affect the then existing facilities or functions of the Software, except to the extent that any such effect is caused by the configuration of Ofcom's systems; and
- (b) each Maintenance Release shall Mitigate against Known Vulnerabilities affecting the Software since the last New Version provided under clause 5.2.

6. The Services

6.1 The Supplier shall supply, and Ofcom shall take and pay for, the following Services:

- (a) the Standard Support Service;
- (b) the Maintenance Service;
- (c) the Updating Service; and
- (d) such of the Optional Development Services as are included from time to time within an order for Optional Development Services agreed between the Supplier and Ofcom under clause 7.

6.2 Whenever a Modification is to be provided to Ofcom (either by way of the Maintenance Service or the Updating Service):

- (a) before issuing any Modification, the Supplier shall test the same in order to ensure that it performs fully in accordance with its specification and the Documentation (which, in the case of a New Version, shall be the specification and Documentation relevant to that New Version), and shall:
 - (i) inform Ofcom of successful completion of the testing; and
 - (ii) at the request of Ofcom, supply Ofcom with the test results;
- (b) at Ofcom's direction and at a time to be reasonably agreed between the Manager and the Support Manager, the Supplier shall (as appropriate) install the Modification, replace the Software with the Modification, or integrate the Modification with the Software, at Ofcom's site and assist Ofcom to test any such installed or integrated Modification in order to ensure that it performs fully in accordance with its specification and the Documentation

(which, in the case of a New Version, shall be the specification and Documentation relevant to that New Version); and

(c) It is understood that such testing requires a pre-production test environment to be made available by Ofcom at the Supplier's reasonable request for the purposes of testing. The test environment, which must be accessible by the Supplier, on Supplier's reasonable advanced request, during working hours, shall be a replica of the existing product in architecture, compute resource and integrations (but not data) though Ofcom will use reasonable endeavours to ensure sufficient data is provided to support the required testing.

6.3 Ofcom may reject any Modification issued, installed or integrated pursuant to clause 6.2 by written notice, at any time within three months of the later of:

(a) the Modification failing to meet any of the tests carried out in accordance with clause 6.2; or

(b) Ofcom establishing, on reasonable grounds, that its use of the Modification has, or would result, in any diminution of the performance or functionality of the Software.

6.4 Upon such rejection:

(a) the Supplier shall co-operate with Ofcom in decommissioning the Modification and returning the Software to its state before the Modification was installed or integrated so that Ofcom can continue to operate the Software until a time for repeat installation, integration and testing; and

(b) the Supplier shall either correct the Modification and re-issue it or withdraw it.

6.5 If the Supplier chooses to withdraw the Modification then in the case of a Maintenance Release, Ofcom may require the Supplier to supply, free of charge and within a reasonable time, such additional services as are required to rectify any defect in the Supported Software which the Maintenance Release was intended to rectify.

6.6 If the Supplier chooses to correct the Modification and re-issue it the processes set out in clause 6.2 to clause 6.4 shall be repeated until either such Modification is accepted by Ofcom or, in the sole opinion of the Manager, based on reasonable grounds, such Modification cannot achieve acceptance within a reasonable period, in which case the Supplier shall be obliged to withdraw the Modification and clause 6.5 shall apply.

6.7 The Updating Service and the Maintenance Service shall include the supply to Ofcom of all revisions to the Documentation which are necessary in order to reflect any Modification.

6.8 For the avoidance of doubt, the cost of the Maintenance Service and the Updating Service shall be included in the Charges payable for the Standard Support Service.

6.9 The Supplier shall use its best endeavours to meet the agreed deadlines; however, time shall not be of the essence.

7. Orders for Optional Development Services

7.1 Ofcom may from time to time require the Supplier to supply Optional Development Services of the type set out in Schedule 4 at the rates agreed in the relevant Work Order. Provided that Ofcom gives the periods of notice specified in Schedule 4 the Supplier shall use its best endeavours to provide the requested services at the time agreed with Ofcom in the Work Order.

7.2 Where the Supplier provides Optional Development Services, such agreement shall be embodied in a Work Order agreed in accordance with Schedule 4. Each order for Optional Development Services shall be made under, and shall incorporate, the terms of this agreement.

7.3 Each Work Order shall be part of this agreement and shall not form a separate contract to it.

8. Support Staff

8.1 In relation to the Support Manager:

- (a) the Supplier shall appoint a Support Manager who shall be responsible for the co-ordination of all matters relating to the Services. All communications, documentation and materials relating to this agreement shall be sent as appropriate by the Support Manager to the Manager. Each Party shall notify the other in writing promptly if there is any proposed change to those appointments; and
- (b) the Support Manager shall not be replaced without the prior written approval of Ofcom (such approval not to be unreasonably withheld or delayed). Ofcom may request, on reasonable grounds, the replacement of the Support Manager or any other member of the Support Staff.

8.2 In addition to its Support Manager, the Supplier shall provide sufficient Support Staff to fulfil its obligations under the terms of this agreement. The Support Staff shall be suitably trained and experienced in the support and maintenance of the Supported Software irrespective of any decision of Ofcom not to take supply of any New Version. They shall be familiar with the working of the Supported Software at Ofcom's Premises and they will conform to the standards of behaviour and ability to be reasonably expected of such persons. The Supplier shall take all reasonable steps to maintain continuity in relation to the Support Staff team.

8.3 In the absence of the Support Manager or of any other member of the Support Staff for any reason (including the replacement of such person with the consent, or at the request, of Ofcom), the Supplier shall supply a replacement person who:

- (a) is appropriately trained and competent to fulfil the role required; and

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- (b) has undergone a suitable period of familiarisation with the Services to enable them to perform the functions of the person whom they are replacing.

8.4 The Supplier shall, to the extent possible, give Ofcom reasonable written notice of any proposed holiday or leave of absence to be taken by the Support Manager.

8.5 The Supplier alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of the Support Manager and the Support Staff. The Supplier assumes full responsibility for their acts and omissions and acknowledges that they are not employees, workers or agents of Ofcom.

9. Service Credits, KPIs and further terms relating to the services

9.1 In relation to Service credits:

- (a) the Supplier shall perform the Services in accordance with the Service Levels contained in Schedule 3 and Schedule 4;
- (b) on the final Milestone (as defined in Schedule 4) for each Work Order, and again every seven days after that date until all agreed Document Deliverables and Software Deliverables have been accepted, the Supplier shall provide Ofcom with a report setting out the Supplier's performance against the Implementation Plan for any live Work Order. Where the Supplier has failed to deliver the relevant deliverables in line with the Implementation Plan, the Supplier shall pay Ofcom upon request liquidated damages as calculated in the manner set out in paragraph 2 of Schedule 4. Ofcom's right to such liquidated damages shall be in addition to, and not in substitution for, any other rights arising from the Supplier's failure to provide the Services and/or Work Order Deliverables in accordance with the terms of this agreement or any Work Order;
- (c) at the end of each month, the Supplier shall provide Ofcom with a report setting out the Supplier's performance against the Service Levels in the immediately preceding month ("Preceding Month"); and
- (d) the Parties agree that the amount of such credits is proportionate when considering Ofcom's legitimate interest to avoid any delay or deficiency in the delivery of Work Orders pursuant to Schedule 4.

9.2 Any on-site services to be provided by the Supplier shall be provided by the Supplier to Ofcom at its headquarters in London (being Riverside House, 2a Southwark Bridge Road, London, SE1 9HA) or, subject to the additional reasonable travel costs of the Supplier, at any other location as may be agreed between the Parties from time to time.

9.3 Except where expressly agreed in writing to the contrary, the Supplier shall, at its own cost:

- (a) provide all materials, parts, components and replacements; and
- (b) write, purchase or otherwise procure all computer programs,

that either

- (i) the Supplier requires for the purpose of providing the Services.; or
- (ii) Ofcom requires for the purposes of running the Services and deriving the substantive benefit of the Services (where the relevant component, computer program, or similar item, is introduced after the date of this agreement and constitutes an entirely new software product, not an update or upgrade to existing software products). For the avoidance of doubt, the Supplier shall not be responsible for providing or procuring any software, hardware or tools that are not related to the running of the Services and deriving the benefit of the Services (i.e. that are required by Ofcom solely to run its own operational environment).

9.4 In accordance with the provisions of clause 6.2(b) the Supplier shall, without additional charge, co-operate with Ofcom in Ofcom's application of acceptance tests to any Modification.

9.5 On the reasonable request of Ofcom, the Supplier shall co-operate in good faith with the Nominated Service Provider.

9.6 In relation to KPIs:

- (a) Part 3 of Schedule 3 sets out the KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.
- (b) The Supplier shall monitor its performance against each KPI and shall send Ofcom a quarterly report detailing its performance as against the KPIs.
- (c) Ofcom shall, as a minimum, assess the Supplier's performance against the KPIs at least once every 12 months. The Supplier shall provide all such assistance as is reasonably necessary (as determined by Ofcom in its sole direction) to enable Ofcom to meet its obligations in respect of the assessment of the Supplier's performance as required by the Act.
- (d) Notwithstanding any provision to the contrary in the agreement, Ofcom shall be entitled to publish the KPIs and details of their assessment including in respect of the Supplier's performance under this agreement, as may be required (as determined by Ofcom in its sole discretion) to comply with the Act.

10. Equipment

10.1 The Supplier shall be responsible, at its own risk, cost and expense, for the delivery to and the unloading and removal from each Ofcom Premises, of all equipment and materials of all kinds necessary for the provision of the Services. Unless otherwise agreed by the Parties in writing, all those items shall remain the responsibility of the Supplier who shall be liable for their care, safety and storage and shall remove them at the end of each visit and leave Ofcom's Premises in a clean, tidy and safe condition.

11. Ofcom's responsibilities

- 11.1 Ofcom shall, subject to the Supplier's compliance with Ofcom's normal security requirements and to clauses 33.1 and 33.4, provide the Supplier, the Support Manager, the Support Staff and all other persons duly authorised by the Supplier with such access to Ofcom's Premises, Ofcom's Designated Equipment, systems and facilities as may reasonably be required for the purpose of performing the Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours, provided that system access shall be direct or remote, at Ofcom's option, and that, in the latter case, such access will be subject to the Supplier's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by Ofcom.
- 11.2 Ofcom shall ensure that appropriate environmental conditions are maintained for the Supported Software and shall take all reasonable steps to ensure that the Supported Software is operated in a proper manner by Ofcom's employees.
- 11.3 Ofcom shall nominate a Manager to be available to liaise with, and respond to queries from, the Support Manager (for example, as to the resolution of conflicting priorities between two or more items of support or maintenance).

12. Meetings

For the duration of this agreement, the Manager, the Support Manager and such Support Staff as may from time to time be considered appropriate, shall meet at least quarterly either remotely or at Ofcom's office location and at a time to be agreed between the Manager and the Support Manager, for the purpose of discussing provision of the Services and achievement of the Service Levels, KPIs and any other appropriate matters.

13. Risk and title

- 13.1 Risk in, and title to, any media bearing any Software or Documentation or other information that may from time to time be supplied by the Supplier to Ofcom shall pass to Ofcom on acceptance by Ofcom.
- 13.2 Except as expressly provided otherwise, this agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any data.

14. Security of network and information systems

- 14.1 The Supplier warrants that the information in Schedule 5 on the security of its network and information systems is up to date and accurate and that it will update Ofcom immediately in the event of any changes to such information.

- 14.2 The Supplier shall notify Ofcom immediately if it becomes aware of any Incident and respond without delay to all queries and requests for information from Ofcom about any Incident, whether discovered by the Supplier or Ofcom, in particular bearing in mind that Ofcom may be required to comply with statutory or other regulatory timescales.
- 14.3 The Supplier will ensure business continuity of the Services at all times in accordance with the information on business continuity management set out in Schedule 5 and any relevant policies referred to in clause 14.5(a), with a view to ensuring the continuity of any services to be provided by Ofcom via the Supported Software.
- 14.4 The Supplier agrees to co-operate with Ofcom in relation to:
 - (a) all aspects of its compliance with the Cybersecurity Requirements (to the extent applicable);
 - (b) any requests for information, or inspection, made by any regulator (including in connection with the Cybersecurity Requirements);
 - (c) any request for information in respect of any of the information provided in Schedule 5 or any policies referred to in clause 14.5(a); and

14.5 The Supplier shall (and warrants and represents that it shall) at all times in accordance with Good Industry Practice:

- (a) implement, operate, maintain, and adhere to, appropriate policies that comply with information and data security standards (including without limitation ISO 270001) to cover the issues specified in Schedule 5 including an incident management process which shall enable the Supplier, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its reporting obligations under clause 14.2; and
- (b) mitigate against all Incidents.

- 14.6 The Supplier shall provide copies of the policies referred to in clause 14.5(a) promptly upon request by Ofcom.
- 14.7 The Supplier shall indemnify Ofcom against any loss or damage suffered by Ofcom in relation to any breach by the Supplier of its obligations under this agreement or any Work Order which cause Ofcom to breach the Cybersecurity Requirements. For the avoidance of doubt, any indemnity under this clause 14.7 shall be subject to the limitation of liability set out in clause 23.3.
- 14.8 The Supplier shall notify Ofcom promptly without undue delay after becoming aware of any breach of this clause 14 by the Supplier.

PART C: General

15. Charges

- 15.1 Not used.
- 15.2 In consideration of the Services, Ofcom shall pay the Maintenance Fee set out in Schedule 2. The Maintenance Fee shall be inclusive of all expenses and the Supplier shall be responsible for all costs and expenses incurred in providing the Services. Save as stated in clause 15.3, the Maintenance Fee shall be paid annually in advance by Ofcom to the Supplier within 30 days of receipt of the Supplier's invoice or if later, the day on which the payment falls due in accordance with the invoice.
- 15.3 The Maintenance Fee for any Optional Development Services supplied by the Supplier to Ofcom shall be agreed in writing before performance or supply by the Supplier, and shall be charged and invoiced to Ofcom by the Supplier (and paid by Ofcom) following completion by the Supplier, and acceptance by Ofcom, of such Optional Development Services (as the case may be).
- 15.4 All sums payable under this agreement and any Work Order are exclusive of VAT, which shall be charged. The Supplier shall provide Ofcom with a valid VAT invoice. If Ofcom is required to make any deduction for or on account of tax from any payment due under this agreement or any Work Order (**"Tax Deduction"**):
 - (a) Ofcom shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to the Supplier that it has so accounted;
 - (b) the amount of the payment due under this agreement or any Work Order shall be increased so that the Supplier receives an amount equal to the amount that would have been received by it, had Ofcom not been required to make any Tax Deduction; and
 - (c) Ofcom and the Supplier shall co-operate to minimise the amount of any Tax Deduction. If following the making of a Tax Deduction, the Supplier determines acting in good faith that it (or any member of the Supplier's group) has received and retained any credit, relief or other benefit as a result of the Tax Deduction, the Supplier shall pay such amount to

Ofcom as the Supplier determines acting in good faith would leave the Supplier in the same position as if Ofcom had not been required to make any Tax Deduction.

- 15.5 The Supplier may increase the Maintenance Fee following not less than three months' written notice on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the German Consumer Prices Index (all items) in the preceding 12-month period, and the first such increase shall take effect from the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index (all items).
- 15.6 The Supplier confirms that the pricing and terms offered under this agreement reflect a fair and commercially reasonable basis, taking into account the scope, scale, and specific requirements of the Services. The Supplier remains free to offer differentiated terms to other customers based on legitimate commercial factors.
- 15.7 For the duration of this agreement, and for a period of six years from termination or expiry of this agreement or any Work Order, the Supplier shall maintain full and accurate records of:
 - (a) all Charges, prices, costs and expenses associated with and invoiced in respect of the Services or any New Version;
 - (b) its performance against the KPIs;
 - (c) its performance against Service Levels as referred to in clause 9.1, and
 - (d) ensure that quarterly management accounts are produced in addition to its annual audited accounts and shall, if requested, promptly provide to Ofcom copies of such records and accounts and any other financial information reasonably requested by Ofcom, except where doing so would be contrary to applicable law or regulation.
- 15.8 At Ofcom's request and its expense, the Supplier shall grant access to Ofcom or its designated auditors to the premises, records and accounts of the Supplier and its subcontractors, including its and their data processing facilities, related to this agreement or any Work Order under this agreement and under the supervision of the Supplier, and to such of its and their supporting documentation and explanations from Support Staff as is reasonable to ascertain compliance with this agreement or any Work Order. Ofcom or its designated auditors may be granted access only to the extent that such access does not violate applicable law
- 15.9 Such access shall be granted during normal Business Hours and subject to reasonable prior notice from the Supplier, except to the extent that such access is required by Ofcom's regulators outside of these parameters.
- 15.10 If, on such examination, Ofcom determines that any Charges, prices, costs or expenses exceed the amounts properly chargeable to, or recoverable from, Ofcom, the Supplier shall promptly refund to Ofcom the amount of such over-charges.

15.11 Where the Supplier submits an invoice to Ofcom in accordance with Clause 15.2, Ofcom shall:

- (a) notify the Supplier promptly without undue delay if it considers the invoice to be invalid within the meaning of Clause 15.12 or disputes all or part of the amount due;
- (b) where the invoice is valid and to the extent that it is not disputed, pay the Supplier any Charges due under the invoice within 30 days of:
 - (i) of receipt of a valid invoice; or, if later
 - (ii) the due date as stated on the invoice.

15.12 For the purposes of Clause 15.11:

- (a) an invoice is valid if either:
 - (i) it is an electronic invoice in the form required by Clause 15.14; or
 - (ii) it contains such information as Ofcom may inform the Supplier from time to time, which includes the name of the invoicing party, a description of the services supplied, the Charges requested and a unique identification number; and
- (b) provided the invoice meets the requirements set out in Clause 15.12(a), an invoice from the Supplier shall be regarded as undisputed where Ofcom fails to verify it without undue delay and in any event within 14 days of receipt from the Supplier.

15.13 Where the Supplier enters into a subcontract pursuant to clause 37, the Supplier shall include in that subcontract:

- (a) provisions having the same effect as clause 15.11, clause 15.12(a)(ii) and clause 15.12(b) of this agreement; and
- (b) a provision requiring the counterparty to that subcontract to include in any subcontract which it awards (in connection with this agreement) provisions having the same effect as clause 15.11, clause 15.12(a)(ii), clause 15.12(b) and clause 15.13 of this agreement.

15.14 Ofcom shall accept for processing any electronic invoice that complies with the required electronic form provided that it is valid and undisputed. For the purposes of the clause, the "required electronic form" means a form that:

- (a) complies with the standard on electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16391-1:2017; and
- (b) use syntax which is listed as syntax that complies with that standard in the document number PD CEN/TS 16931-2:2017 approved and issued by the British Standards Institution.

15.15 Ofcom shall be entitled to specify the system (which may be amended from time to time upon reasonable notice to the Supplier) which must be used by the Supplier for the submission of electronic invoices.

16. Change Control

16.1 If either Party wishes to propose any Change it shall notify the other Party by sending a written request to the other Party's Contract Manager in the form set out in Part 1 to Schedule 7, specifying in as much detail as is reasonably practicable the nature of the Change.

16.2 Subject to clause 16.3, as soon as reasonably practicable (and in any event no later than 30 days) after sending or receiving a written request for a Change, the Supplier shall provide Ofcom with a written proposal in the form set out in Part 2 to Schedule 7 in relation to the relevant Change (a **"Change Control Proposal"**) including, except as Ofcom may specify, the following information:

- (a) details of the proposed Change and its impact on the services to be provided by the Supplier under this agreement;
- (b) a statement of the cost and expense of implementation and on-going operation of the relevant Change, including any alteration to the Charges;
- (c) a timetable for the implementation of the Change; and
- (d) details of the impact, if any, of the proposed Change on the compliance by the Supplier and Ofcom with any applicable laws and regulations.

16.3 If the Supplier cannot reasonably provide a Change Control Proposal within the 30-day period referred to in clause 16.2, it shall notify Ofcom and shall provide as much information regarding the proposed change as is reasonably possible within the period. If on receipt of that information Ofcom wishes to proceed with the proposed Change it shall provide written notice to the Supplier, who shall, subject to clause 16.6, as soon as reasonably practicable (and in any event within 45 days) after receiving that notice, provide Ofcom with a Change Control Proposal in accordance with clause 16.2.

16.4 Ofcom shall review the Supplier's Change Control Proposal as soon as reasonably practicable (in any event no later than 10 days) after its receipt and will either accept or reject the Change Control Proposal. If the Parties agree the proposed Change Control Proposal, they shall issue a change control note authorising the Change in the form set out in Part 3 to Schedule 7. If the Parties cannot reach agreement on any Change Control Proposal where the Change has been requested by Ofcom, either Party may escalate the matter for resolution in accordance with the procedure set out in clause 49.

16.5 The Supplier shall take all reasonable steps to avoid or minimise additional Charges arising from any Change including by using resources already deployed in fulfilling its obligations under this agreement. If it is necessary to use additional resources or to incur any other additional costs in making a Change they shall be calculated as a Change to the Maintenance Fees. Any cost saving resulting from a Change shall be passed on to Ofcom by way of a reduction in the Charges with effect from the date on which the Change is agreed.

- 16.6 The Supplier shall agree to any reasonable Change requested by Ofcom if the Supplier has the technical and operational capability, or can obtain that capability, to carry out the requested Change and to provide any additional services that would result from that Change.
- 16.7 Neither Party shall have any obligation to commence work or make any payment in connection with any Change until the relevant change control note authorising a Change is agreed by the Parties in writing.
- 16.8 Subject to clause 16.9, costs incurred by the Supplier in connection with the preparation of a Change Control Proposal shall be borne as follows:
 - (a) if a Change Control Proposal results in the issue of a change control note the Supplier shall bear such costs; and
 - (b) if the Supplier spends an aggregate of 16 hours or more in any Contract Year, in the preparation of Change Control Proposals which do not result in the issue of a change control note, Ofcom shall bear any costs which the Supplier incurs in the preparation of any further Change Control Proposals which do not result in the issue of a change control note, at the following rate:

€ 220 (excluding VAT) per hour spent in connection with the preparation of such Change Control Proposals,

provided that:
 - (i) when the Supplier has spent an aggregate of 12 hours in any Contract Year in the preparation of a change control note, the Supplier shall promptly notify Ofcom in writing;
 - (ii) on the request of Ofcom, the Supplier shall provide to Ofcom any necessary documents reasonably required to verify any time spent by the Supplier in the preparation of a Change Control Proposal; and
 - (iii) if any sums are due to be paid to the Supplier by Ofcom in connection with this clause, Ofcom shall pay such sums in accordance with clause 15.
- 16.9 Notwithstanding any provision to the contrary in this agreement, Ofcom shall be entitled to publish the details of any Change where it considers it necessary to do so pursuant to comply with its obligations under the Act.
- 16.10 To the extent that any timeframes specified in this clause 16 are impacted by Ofcom's transparency obligations under the Act, Ofcom shall be entitled (in its sole discretion) to adjust the affected timeframes set out in this clause 16 as necessary to ensure compliance with the Act.
- 16.11 Paragraph 10 and Annex 7 to Schedule 4 sets out the processes and procedures for making changes to Work Orders.

17. Confidentiality

17.1 Subject to clause 17.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the Disclosing Party; and
- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the agreement.

17.2 Notwithstanding clause 17.1, a Receiving Party may disclose Confidential Information:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Receiving Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to its employees on a need to know basis to enable performance of the Supplier's obligations under the agreement provided that the Supplier shall procure that any employees to whom it discloses Confidential Information shall observe the Supplier's confidentiality obligations under the agreement; and
- (f) where the Receiving Party is Ofcom:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of Ofcom;
 - (ii) on a confidential basis to any Third Party Service Provider and any of the employees, agents, consultants and contractors of any Third Party Service Provider;
 - (iii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which Ofcom transfers or proposes to transfer all or any part of its business;
 - (iv) to the extent that Ofcom (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (v) in accordance with the Act (including, but not limited to, to the extent that Ofcom (acting reasonably) deems disclosure necessary or appropriate to comply with any investigation); or
 - (vi) in accordance with FOIA or the EIRs,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on Ofcom under this clause 17.

- 17.3 Clause 17.1 shall not apply to information which is:
 - (a) or becomes public knowledge (otherwise than by breach of the agreement);
 - (b) in the possession of the Supplier, without restriction as to its disclosure, before receiving it from Ofcom; or
 - (c) required by law to be disclosed.
- 17.4 The obligations contained in this clause shall continue to apply for a period of 6 years after the expiry or termination of the agreement.
- 17.5 The Supplier shall not handle or examine or use or remove from Ofcom Premises any Ofcom property or any other document or thing which relates to Ofcom's functions or activities without the prior written consent of Ofcom.
- 17.6 Where Ofcom is the Disclosing Party, the Supplier shall not make use of the agreement or any Confidential Information otherwise than for the purpose of the Relevant Services or its obligations under this agreement or any Work Order without the prior written consent of Ofcom.
- 17.7 All Confidential Information shall be the property of the Disclosing Party and on termination of the agreement or at the Disclosing Party's request at any time, the Receiving Party shall:
 - (a) hand back all Confidential Information to the Disclosing Party;
 - (b) irretrievably delete any Confidential Information stored on its computer systems (to the extent possible);
 - (c) require its personnel, agents and/or sub-contractors to irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory, personal computer networks, personal e-mail accounts or personal accounts on website, and all matter derived from such sources which is in their possession (to the extent possible); and
 - (d) provide a signed statement that it has complied fully with its obligations under this clause 17.7
- 17.8 The Supplier acknowledges that Ofcom is subject to obligations under the Act, FOIA and the EIRs which may require the publication of details relating to this agreement and/or the Supplier and its performance of its obligations under this agreement (non-exhaustive). The Supplier hereby acknowledges these requirements and consents to the publication of such information as Ofcom considers is necessary, in its sole discretion, but subject to clause 34, to comply with its obligations

under the Act, FOIA and/or the EIRs (as applicable). The Supplier shall assist and co-operate with Ofcom to enable Ofcom to publish this agreement (where required).

17.9 If Ofcom determines (in its sole discretion, but subject to clause 34), not to publish or otherwise disclose information pursuant to the Act, FOIA or the EIRs (as applicable), it shall be entitled to publish or notify persons that the information is being withheld and the basis on which it is being withheld.

18. Publicity and Branding

18.1 The Supplier shall not:

- (a) make any press announcements or publicise this agreement, the Relevant Services, or its relationship with Ofcom in any way; or
- (b) use Ofcom's name or brand in any promotion or marketing or announcement without prior written approval from Ofcom.

18.2 Each Party acknowledges to the other that nothing in this agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

19. Export and compliance with laws and policies

19.1 Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this agreement or any Work Order (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

19.2 Each Party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- (b) if requested, to provide the other Party with any reasonable assistance, at the reasonable cost of the other Party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

19.3 In performing its obligations under this agreement and any Work Order, the Supplier shall comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force and the Supplier will inform Ofcom as soon as it becomes aware of any changes in that legislation; and
- (b) the Mandatory Policies.

20. Supplier's warranties

- 20.1 The Supplier acknowledges that Ofcom has entered into this agreement in reliance upon the Supplier's expertise in selecting and supplying software and services fit to meet Ofcom's business requirements.
- 20.2 The Supplier shall promptly notify Ofcom in writing if, during the Term:
 - (a) the Supplier, the Supplier's Connected Persons or any sub-contractor is placed on the Debarment List; or
 - (b) a mandatory exclusion ground or discretionary exclusion ground applies to the Supplier, the Supplier's Connected Persons or any sub-contractor.
- 20.3 Subject to clause 20.4, the Supplier represents and warrants to Ofcom that:
 - (a) it has the right to enter into this agreement and to grant to Ofcom a licence or sub-licence to use the Software and Deliverables as contemplated by this agreement and doing so will not infringe the Intellectual Property Rights of any third party;
 - (b) it owns all Intellectual Property Rights in the Software and, to the extent that such Intellectual Property Rights in the Software are owned by third parties, the Supplier has the right to sub-license such Intellectual Property Rights on the terms of this agreement;
 - (c) it shall ensure that each of its employees, authorised agents and subcontractors engaged in the performance of this agreement co-operate fully with Ofcom's employees, the Nominated Service Provider and other Third Party Service Providers in relation to the provision of the Software;
 - (d) it will perform its obligations under this agreement (including in relation to Work Requests and Work Orders issued pursuant to the agreement) with all due skill, care and diligence including Good Industry Practice;
 - (e) all of its obligations under this agreement (including in relation to Work Requests and Work Orders issued pursuant to the agreement) will be performed by appropriately experienced, qualified, competent, trained and efficient staff;
 - (f) the Maintenance Release conforms in all material respects and maintains all standard and bespoke functionality previously delivered;
 - (g) the Supplier has checked and scanned the Maintenance Release (and the media on which it is delivered) for Viruses and Known Vulnerabilities using industry-standard tools pursuant to clause 5.2(c) of this agreement;

- (h) except to the extent caused by the negligence of Ofcom, the Maintenance Release meets and shall meet the Service Levels;
- (i) any Documentation which comprises the Software is and shall be of a standard which will enable reasonably skilled personnel of Ofcom to use the Software;
- (j) it has not included or used any software licensed under the General Public Licence or any similar licence containing a "copyleft" requirement ("**Restrictive Open Source Code**") in, or in the development of, the Software, nor does the Software operate in such a way that it is compiled with or linked to any Restrictive Open Source Code. Without prejudice to the foregoing, no open-source software (meeting the Open Source Initiative's open source definition from time to time) has been included or used in, or in the development of, any element of the Software in contravention of its applicable licence terms and no third party is asserting, or has in the last three years asserted, any such contravention;
- (k) the Services will be performed:
 - (i) as far as is under the Supplier's reasonable control, in such a way as not to cause any fault or malfunction in the Supported Software (or any related software or network and information systems of Ofcom);
 - (ii) as far as is under the Supplier's reasonable control, in such a way as not to cause any interruption to the business processes of Ofcom (other than any agreed and unavoidable interruption which is required in order to perform the Services in a proper and efficient manner);
 - (iii) in accordance with all applicable laws and regulations, including the Cybersecurity Requirements; and
 - (iv) with all reasonable skill and care and in accordance with Good Industry Practice;
- (l) the possession or use of the Deliverables will not infringe the Intellectual Property Rights of any third party and the Deliverables will comply with the Cybersecurity Requirements;
- (m) any Modification provided under this agreement will be of satisfactory quality and conform substantially to the specifications as set out in the Work Order;
- (n) it shall take all reasonable steps to not introduce any Viruses or Vulnerabilities onto Ofcom's network and information systems while performing the Services;
- (o) at the date of this agreement, the Supplier has obtained and will maintain for the duration of this agreement all permissions, licences and consents necessary for the Supplier to perform the Services; and
- (p) the Supplier has adequate resources to meet its obligations under this agreement in a timely and reliable manner.

20.4 The Supplier's liability for any breach of the warranties set out in clauses 20.3(f) and 20.3(m) shall, in so far as they relate to provision of the Deliverables provided to Ofcom by the Supplier, terminate

at the end of the Warranty Period except to the extent that Ofcom has notified the Supplier, in writing, on or before the date at the end of the relevant Warranty Period of a breach specifying the nature of the breach.

- 20.5 If the Supplier receives written notice from Ofcom of any breach by the Supplier of the representation and warranties contained in clause 20.3, the Supplier shall, at its own expense, remedy that breach within 30 days following receipt of such notice, failing which Ofcom may pursue such rights and remedies as are available to it.
- 20.6 The warranties in clause 20.3 shall apply to any Modification that is acquired by Ofcom during the course of this licence as though the references to the date of this licence were references to the date on which such Modification was acquired.
- 20.7 In performing its obligations under this agreement or any Work Order, the Supplier shall comply with:
 - (a) all applicable laws, statutes, regulations and codes from time to time in force. The Supplier will inform Ofcom as soon as it becomes aware of any changes in that legislation. Ofcom shall use reasonable endeavours to inform the Supplier as soon as reasonably practicable if it becomes aware of any changes in that legislation; and
 - (b) the Mandatory Policies (Schedule 6).
- 20.8 The Supplier shall indemnify Ofcom against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Ofcom arising out of or in connection with the Supplier's breach of this agreement or any Work Order howsoever arising or any wilful or negligent act or omission of the Supplier, its officers, employees, contractors or agents, including all such liabilities, costs, expenses, damages and losses arising out of or in connection with any of the causes or types of breach referred to in clause 20.4, provided that the Supplier's liability under this clause 20.8 shall be subject to the limitations set out in clause 23, except where liability is expressly stated to be unlimited in clause 23.5.

21. Contract Management

- 21.1 Each Party has appointed or shall appoint a Contract Manager who shall be responsible for the co-ordination of all matters relating to the agreement and shall have authority to represent the Party which appointed it in respect of this agreement. Ofcom shall notify the Supplier in writing promptly in the event of any change to its appointment of a Contract Manager. The Contract Manager of the Supplier shall not be replaced other than with the prior written consent of Ofcom, such consent not to be unreasonably withheld or delayed.
- 21.2 Ofcom may request, on reasonable grounds, the replacement of any employee, authorised agent or subcontractor of the Supplier engaged in relation to this agreement. Any requirement to replace

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any employee, authorised agent or subcontractor shall not relieve the Supplier of its obligations under this agreement.

21.3 The Supplier shall ensure that each of its employees and authorised agents and subcontractors engaged in relation to this agreement has obtained all legal authorisations (including employment and immigration status) necessary for the performance of his or her functions in relation to the agreement.

22. Non Solicitation

22.1 Neither Party shall, for the duration of this agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of the other Party who has been engaged in the provision, receipt, review or management of the Services; the development or support of the Software; or otherwise in connection with this agreement to leave the employment of that other Party.

22.2 Clause 22 will not apply to restrict either Party from employing (or offering to employ) any employee of the other Party who has responded to general recruitment advertising.

23. Limitation of liability

23.1 Subject to clause 23.5, neither Party shall in any circumstances have any liability (including in the case of liability of Ofcom to the Supplier, liability arising in respect of any Third Party Service Provider) for any losses or damages which may be suffered by the other, whether the same are suffered directly or indirectly or are immediate or consequential, which fall within any of the following categories, including, without limitation:

- (a) special damage even though that Party was aware of the circumstances in which such special damage could arise;
- (b) loss of profits;
- (c) loss of anticipated savings;
- (d) loss of business opportunity and management time;
- (e) loss of goodwill,

provided that this clause 23.1 shall not prevent claims for direct financial loss that are not excluded by any of categories (a) to (e) inclusive of this clause 23.1.

23.2 It is agreed that for the purpose of clause 23.1, claims for direct financial loss that are not so excluded include claims for:

- (a) the reasonable and proportionate costs and expenses in connection with the migration from the Software to substitute software (but for the avoidance of doubt excluding the cost of such substitute software); and

- (b) the reasonable and proportionate cost of preparing for the installation, testing and implementation of the Software, to the extent that such cost is wasted.

23.3 Subject to clause 23.5 and except for any liability arising under clause 19, clause 24 or clause 25 (any such liability being unlimited), the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise, and whether in connection with this agreement (including any Work Order made pursuant to this agreement) or any collateral contract, shall:

- (a) for damages resulting from Maintenance Services, in no circumstances exceed in any Contract Year a sum equal to 100% of the total Charges paid and, to the extent unpaid, due and payable under this agreement during the Contract Year in which the relevant default(s) occurred; and
- (b) for damages, including any liquidated damages, resulting from any Work Order before it has been accepted and included in the Software to be maintained (after acceptance it will be covered by 23.3 (a)), in no circumstances exceed a sum equal to 100% of the Work Order.

23.4 Subject to clause 23.5, the total liability of Ofcom (including liability arising in respect of any Third Party Service Provider), whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement (including any Work Order made pursuant to this agreement) or any collateral contract, shall in no circumstances exceed in any Contract Year a sum equal to 100% of the total Charges paid and, to the extent unpaid, due and payable under this agreement in the Contract Year in which the relevant default(s) occurred.

23.5 The exclusions in clause 23.1 shall apply to the fullest extent permissible at law but neither Party excludes any liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees or agents; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the deliberate default or wilful misconduct of that Party, its employees or agents or subcontractors; or
- (d) in the case of the Supplier, arising pursuant to clause 24.

24. Intellectual Property Rights indemnity

24.1 All Intellectual Property Rights in the Software and any Modification belong, and shall belong, to the Supplier.

24.2 The Supplier undertakes to defend Ofcom from and against any claim or action that:

- (a) the possession, use, development, modification, maintenance, or other exploitation of the Software or any Maintenance Release (or any part thereof) in accordance with the terms of this agreement (including where applicable the Escrow Provisions); or
- (b) the use or possession of any of the Deliverables or any part of them, in accordance with this agreement,

infringes the Intellectual Property Rights of a third party ("Claim") and shall fully indemnify and hold harmless Ofcom from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Ofcom as a result of, or in connection with, any such Claim.

24.3 If any third party makes a Claim, or notifies an intention to make a Claim against Ofcom, Ofcom shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Ofcom, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- (d) subject to the Supplier providing security to Ofcom to Ofcom's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

24.4 Without prejudice to clause 24.2, if any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against Ofcom, the Supplier may, at its sole option and expense:

- (a) procure for Ofcom the right to continue using, developing, modifying or maintaining the Software (or any part thereof) in accordance with the terms of this licence;
- (b) modify the Software so that it ceases to be infringing; or
- (c) replace the Software with non-infringing software,

provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 20.3 and Ofcom shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this licence been references to the date on which such modification or replacement was made.

25. Data protection

25.1 The Parties acknowledge that no Personal Data is intended to be disclosed to the Supplier by Ofcom under this agreement, except for Personal Data relating to the Parties' respective employees for the purposes of facilitating and managing this agreement. In the event that any other Personal Data is shared, the Supplier shall:

- (a) notify Ofcom without undue delay after becoming aware of the disclosure. The notification shall include, to the extent known:
 - (i) a description of the Personal Data received;
 - (ii) the date and time of receipt; and
 - (iii) any immediate steps taken to protect the Personal Data.
- (b) immediately cease accessing and using the Personal Data, and prevent any further access;
- (c) upon instruction from Ofcom, securely delete or return the Personal Data promptly, and in any event within five (5) working days;
- (d) where deletion from automatic backups (e.g. email system backups) is not technically feasible, ensure that such Personal Data is not accessed, restored, used, or disclosed, and that all other obligations under this clause remain fully applicable;
- (e) if requested by Ofcom, provide reasonable assistance to Ofcom in assessing the impact of the disclosure and in meeting its regulatory obligations, subject to a separate Work Order and appropriate compensation.

25.2 To the extent that any such Personal Data is shared, the Parties acknowledge that for the purposes of the Data Protection Legislation, Ofcom is the Controller and the Supplier is the Processor of any Personal Data. Consequently, the Parties acknowledge and agree that the Supplier's obligations as set out in this agreement are to Ofcom as Controller. The Supplier shall process any Personal Data received under this agreement in compliance with the Data Protection Legislation. The processing of Personal Data shall be governed by the Supplier's standard data processor agreement set out in Schedule 10, which includes the technical and organisational measures (TOMs) implemented by the Supplier, and describes the subject matter, duration, nature and purpose of the processing, and the Personal Data categories and Data Subject types in respect of which the Supplier may process the Personal Data.

25.3 The Supplier shall procure that the Supplier Personnel shall comply with all Data Protection Legislation in relation to any Personal Data processed by it and shall not put Ofcom in breach of Data Protection Legislation.

25.4 The Supplier shall fully indemnify and hold harmless Ofcom from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Ofcom as a result of, or in connection with any breach by the Supplier of this clause 25 or the Data Protection Legislation.

25.5 The Supplier shall ensure that its personnel are appropriately trained and bound by confidentiality and data protection obligations and shall be responsible for any breach of this agreement or applicable Data Protection Legislation by its personnel acting within the scope of their duties.

26. Term and Termination

26.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clauses 26.3 – 26.11 (inclusive) or any other relevant provision of the agreement, for a period of five (5) years (the “**Initial Term**”).

26.2 No later than three (3) months prior to the end of the Initial Term (or any Extended Term), Ofcom may give written notice to the Supplier to extend the term of this agreement for a period not exceeding five (5) years (the “**Extended Term**”) on the same terms as set out in this agreement. The Extended Term may be for one further period of five (5) years or for such shorter term(s) as Ofcom may determine in its sole discretion provided that in no event shall the Initial Term and Extended Term(s) exceed an aggregate of ten (10) years from the Commencement Date.

26.3 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either Party may at any time terminate this agreement on one month's written notice if:

- (a) the other Party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (b) the other Party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

26.4 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either Party may at any time terminate a Work Order on one month's written notice if:

- (a) the other Party commits a material breach of any term of the relevant Work Order (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (b) the other Party repeatedly breaches any of the terms of the relevant Work Order in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the relevant Work Order.

26.5 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, Ofcom may at any time terminate this agreement on one month's written notice if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts, or becomes insolvent under the

applicable laws of Germany, including situations comparable to section 123 of the Insolvency Act 1986;

- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (c) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership);
- (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company, partnership or limited liability partnership);
- (f) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the other Party;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 26.5(a) to clause 26.5(h) (inclusive);
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (k) the Supplier financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement or any Work Order is in jeopardy;
- (l) the Supplier suffers any substantially similar insolvency or financial distress event to those specified in this clause 26.5 as the same may apply under German law; or
- (m) the Supplier fails to enter into a subcontract where requested to do so by Ofcom pursuant to clause 37.6.

26.6 Ofcom may terminate this agreement, in writing where:

- (a) the agreement was awarded or has been substantially amended in breach of the Act;

Classification: Confidential

- (b) Ofcom has become aware that the Supplier has since the award of this agreement become an Excluded or Excludable Supplier;
- (c) a sub-contractor performing all or part of the Supplier's obligations under this agreement is an Excluded or Excludable Supplier.

26.7 If Ofcom decides to terminate this agreement in accordance with clause 26.6 Ofcom shall notify the Supplier and provide the Supplier with a reasonable opportunity to make representations about Ofcom's decision to terminate this agreement. If the agreement is to be terminated pursuant to clause 26.6(c) the Supplier will be provided with a reasonable opportunity to cease subcontracting with the relevant sub-contractor and if necessary, find an alternative replacement.

26.8 If, after considering any representations made by the Supplier pursuant to clause 26.7, Ofcom is satisfied that the relevant termination ground under clause 26.6 applies, it may terminate the agreement with immediate effect by giving final written notice to the Supplier.

26.9 Either Party may terminate this agreement or a Work Order in accordance with clause 38.

26.10 Ofcom may, without prejudice to its other rights or remedies, terminate this agreement or a Work Order immediately by written notice to the Supplier if the Supplier:

- (i) commits a breach of its obligation in clause 20.7; or
- (ii) commits a breach of its obligations in clause 31.

26.11 Ofcom shall only be treated as being in material breach of this agreement or a Work Order if Ofcom fails to pay the Supplier any undisputed Charges which are owing to the Supplier within 30 days after the receipt by Ofcom of written notice, delivered after the due date for that payment, requiring Ofcom to pay those Charges and stating that Ofcom shall be in material breach of this agreement if Ofcom fails to pay such Charges.

27. Effect of termination

27.1 Other than as set out in this agreement, neither Party shall have any further obligation to the other under this agreement or the relevant Work Order after its termination.

27.2 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including (but not limited to) clause 1, clause 3, clause 17, clause 18, clause 19, clause 22, clause 23, clause 24, clause 25, clause 27, clause 49 and clause 50 shall remain in full force and effect.

27.3 Termination or expiry of this agreement (or a Work Order), for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination or expiry, including the right to claim damages in respect of any breach of the agreement (including breach of the relevant Work Order) which existed at or before the date of termination.

27.4 On termination or expiry of this agreement or any Work Order for any reason, each Party shall as soon as reasonably practicable:

- (a) return, destroy or permanently delete (as directed in writing by the other Party) any documents, handbooks, or other information or data provided to it by the other Party containing, reflecting, incorporating or based on Confidential Information belonging to the other Party. If required by the other Party, it shall provide written evidence (in the form of a letter signed by a director or equivalent of the relevant Party no later than 90 days after termination of this agreement that these have been destroyed and that it has not retained any copies of them (except for one copy that it may use for audit purposes only and subject to the confidentiality obligations in clause 17), provided that Ofcom may retain copies of any Supplier Confidential Information incorporated into the Software or to the extent necessary to allow it to make full lawful use of the Software or to receive maintenance or support services from a replacement supplier;
- (b) return all of the other Party's equipment and materials, failing which, the other Party may enter the relevant premises and take possession of them. Until these are returned or repossessed, the Party in possession shall be solely responsible for their safe-keeping,

and any electronic data shall be considered deleted, for the purposes of this clause 27.4, where it has been put beyond use by the deleting Party. Notwithstanding the foregoing, in the case of termination of a Work Order by Ofcom, the Supplier shall only be required to return, destroy or permanently delete the aforementioned to the extent it relates solely to that Work Order.

27.5 Notwithstanding its obligations in this clause 27, if a Party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials that it must retain and the requirements that apply. The provisions of clause 17 (Confidentiality) shall continue to apply to any such documents and materials retained by a recipient Party for the period of time for which they are required to be retained.

27.6 On termination or expiry of this agreement for any reason, the Supplier shall:

- (a) promptly refund such portion of the Charges as relates to the period after termination or expiry on a pro rata basis;
- (b) assist Ofcom and/or the replacement supplier to the extent reasonably required to facilitate the smooth migration of the Services to Ofcom or the replacement supplier. The Supplier may charge a reasonable sum to cover the cost of providing such co-operation and assistance;
- (c) Following termination or expiry of this agreement for any reason, the Supplier shall, for a period of up to three (3) months, provide reasonable support to Ofcom in relation to the continued use of the latest version of the Software (or the preceding version as relevant) delivered under this agreement. Such support shall be limited to clarification of documentation, provision of available updates or patches released prior to termination or

expiry, and addressing any outstanding support requests submitted before the termination date. This support shall be provided during Standard Support Hours and shall be subject to charges in accordance with the Supplier's standard rates of charge for the time being in force, unless termination occurred due to the Supplier's material breach of this agreement. During Standard Support Hours, the Supplier shall provide access to Ofcom and any replacement supplier for up to six (6) months after termination or expiry of this agreement to such information relating to this agreement that remains in the possession or control of the Supplier.

- 27.7 On termination of a Work Order for any reason, the Supplier shall promptly refund any Development Fees (as defined in Schedule 4) paid by Ofcom in respect of work not yet performed or delivered to Ofcom.
- 27.8 Ofcom shall not in any circumstances be liable to the Supplier for redundancy payments and staff termination costs arising from termination or expiry of this agreement.

28. Insurance

The Supplier shall maintain insurance as evidenced by the insurance certificate issued for LS Telcom AG, Germany, which is attached to this agreement as Schedule 9 and forms an integral part hereof. Ofcom acknowledges that this certificate satisfies the Supplier's obligation to maintain insurance. The Supplier shall, at its own expense, maintain such policy in force for the term of this agreement and one year thereafter, and shall provide written confirmation from its insurers of such policy to Ofcom at least once during each year of the term of this agreement and, in addition, as reasonably requested by Ofcom.

29. Waiver

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

30. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

31. Change of Control

- 31.1 The Supplier shall give Ofcom not less than 30 Business Days' notice of any:

- (a) change of Control;

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- (b) sale of all of its assets; or
- (c) corporate merger or reorganisation in circumstances where it will not be the surviving entity.

31.2 Ofcom may, without prejudice to its other rights or remedies, terminate this agreement and any Work Orders immediately by written notice to the Supplier if the Supplier:

- (a) undergoes a change of Control; or
- (b) sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity.

32. Accounts

32.1 The Supplier shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by Ofcom and all payments made by Ofcom in respect of the Relevant Services.

32.2 The Supplier shall permit Ofcom by its officers, employees, agents, advisers, independent auditor or other person duly authorised by Ofcom on request and at all reasonable times to examine all accounts, records and vouchers in respect of the Services at the offices of the Supplier or at such other places as Ofcom shall direct, and to take copies of such accounts, records and vouchers and the Supplier shall provide Ofcom or its independent auditor with such explanations relating to that expenditure as Ofcom may request.

32.3 The Supplier shall ensure that the said accounts, records and vouchers are available for a period of seven years after termination or expiry of the agreement.

33. Supplier's Personnel

33.1 Ofcom's Contract Manager may refuse to admit to, or order the removal from, Ofcom's Premises any member of the Supplier Personnel, the Supplier's authorised agents or subcontractors who, in the reasonable opinion of Ofcom's Contract Manager, is not a fit and proper person to be at the Ofcom's Premises. The Supplier shall remain liable to perform its obligations under this agreement notwithstanding any refusal or order given by Ofcom's Contract Manager pursuant to this clause 33.1.

33.2 The Supplier shall ensure that each member of the Supplier Personnel and the Supplier's authorised agents or subcontractors shall, whilst at the Ofcom's Premises, cause as little interference with, and inconvenience to, the business of Ofcom and of any of its Third Party Service Providers as reasonably possible and shall consult Ofcom regularly to minimise any such interference or inconvenience.

33.3 The Supplier acknowledges that it has been supplied with a copy of Ofcom's rules regarding access to its physical premises and automated systems, security, and health and safety. The Supplier

shall comply with these rules, and any additional rules made known to the Supplier from time to time by Ofcom together with all applicable statutory rules and regulations regarding these matters. The Supplier shall ensure that the Supplier Personnel, the Supplier's authorised agents and subcontractors engaged in the performance of the Supplier's obligations under this agreement also comply with these rules and regulations.

- 33.4 The Supplier shall not, and shall ensure that no member of the Supplier Personnel, authorised agent or subcontractor shall, carry out any act or make any omission which has or could reasonably be expected to have an adverse impact on the security of any of the business or customers of Ofcom, any of the systems of Ofcom, the Ofcom data, Ofcom's Confidential Information or the Relevant Records.
- 33.5 The Supplier shall notify Ofcom promptly after becoming aware of any breach of clause 33.3 or 33.4 by the Supplier.
- 33.6 If and when requested by Ofcom, the Supplier shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Relevant Services to Ofcom Premises, specifying the capabilities in which each such person is concerned with the Supplier and giving such other particulars as Ofcom may require.
- 33.7 If the Supplier fails to comply with clause 33.2 and if Ofcom decides that such failure is prejudicial to its interests, then Ofcom may immediately terminate the agreement by notice in writing to the Supplier, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, Ofcom.
- 33.8 The Supplier shall ensure that all Supplier Personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such Supplier Personnel are in sufficient number to enable the Supplier to fulfil its obligations under this agreement.

34. Transparency Obligations

- 34.1 Ofcom is obliged to meet its statutory obligations relating to the disclosure of information under FOIA and the EIRs. All information provided to Ofcom under this agreement or any Work Order may need to be disclosed by Ofcom in response to a request for information under FOIA or the EIRs. Therefore, nothing in this agreement prevents Ofcom from complying with its statutory obligations under FOIA or the EIRs.
- 34.2 The Supplier acknowledges that Ofcom may be required under FOIA or the EIRs to disclose Information without consulting or obtaining consent from the Supplier. Ofcom shall take reasonable steps to notify the Supplier of an actual or apparent request for information under FOIA or the EIRs to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any

other provision in this agreement) Ofcom shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with FOIA or the EIRs.

34.3 The Parties acknowledge that certain technical, financial, Source Code or Source Code Materials disclosed under or in connection with this agreement may qualify for exemption from disclosure under FOIA or EIRs. This includes, but is not limited to, exemptions under section 41 (information provided in confidence) and section 43 (commercial interests) of FOIA, as well as regulations 12(5)(c) (adverse effect on intellectual property rights), 12(5)(e) (confidentiality of commercial or industrial information), and 12(5)(f) (interests of the person who provided the information) of the EIRs. Ofcom shall, where reasonably practicable and lawful, consult with the Supplier before disclosing any such materials in response to a FOIA or EIRs request, in order to provide the Supplier with a reasonable opportunity to make representations as to the applicability of any relevant exemption. Ofcom agrees to consider the Supplier's representations when considering the balance of public interest in disclosing such material.

35. Compliance with laws and policy

35.1 In performing its obligations under this agreement or any Work Order, the Supplier shall and shall ensure that any permitted sub-contractors shall comply with:

- (a) all applicable law, including but not limited to the Equality Act 2010 and the Modern Slavery Act 2015; and
- (b) any anti-slavery policy adopted by Ofcom from time to time or, where agreed with Ofcom in writing, the Supplier's own anti-slavery policy.

35.2 The Supplier shall notify Ofcom as soon as it becomes aware of:

- (a) any breach, or potential breach, of any anti-slavery policy adopted by Ofcom from time to time or, where it has been agreed that the Supplier's own anti-slavery policy will apply pursuant to clause 35.1(b), any breach of the Supplier's own anti-slavery policy; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

35.3 The Supplier shall upon reasonable notice and during normal business hours permit Ofcom, and any person nominated by Ofcom for this purpose, to access on demand those premises, personnel, systems, books, and records which are reasonably necessary to verify the Supplier's compliance with this clause. Such access shall be subject to clause 17 of this agreement, shall be under the condition that such access does not violate mandatory German law, and shall not unreasonably interfere with the Supplier's business operations. Where applicable law impacts on the access contemplated by this clause 35.3, the Supplier shall use all reasonable endeavours to comply with this clause to the fullest extent possible within the parameters of the applicable law.

35.4 Breach of this clause 34.3 by the Supplier shall be deemed a material breach for the purpose of clause 26.

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35.5 The Supplier shall have regard to Ofcom's Supplier Code of Conduct. Whilst this code of conduct is not legally binding and shall not take precedence over or otherwise vary the terms of this agreement or any Work Order, the Supplier shall, where reasonably practicable, perform its obligations under this agreement or any Work Order in a manner that aligns with the principles of this code of conduct.

36. Anti-bribery

36.1 The Supplier represents and warrants that neither it (including any Connected Person), nor any of its subcontractors:

- (a) has not engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK (a "**Prohibited Act**");
- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

36.2 The Supplier shall:

- (a) comply with all applicable law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- (b) not engage in any Prohibited Acts;
- (c) have and shall maintain in place throughout the term of the agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- (d) promptly report to Ofcom any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement or any Work Order.

36.3 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this agreement or any Work Order and including, without limitation, employees, agents, subsidiaries, representatives and sub-contractors ("**Associated Persons**") does so only on the basis of a written contract which imposes on and secures from such Associated Persons terms equivalent to those imposed on the Supplier in this clause 36 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such Associated Persons of the Relevant Terms, and shall be directly liable to Ofcom for any breach by such persons of any of the Relevant Terms.

- 36.4 The Supplier warrants and represents that, in connection with this agreement or Work Order, no financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by it or any third party) by or on behalf of the Supplier or any Associated Persons.
- 36.5 Breach of this clause 36 shall be deemed a material breach under clause 26.

37. Assignment and subcontracting

- 37.1 Neither Party shall assign, novate, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this agreement or any Work Order without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). For the avoidance of doubt, Ofcom shall not consent to any proposed subcontract if the proposed subcontractor (or any Connected Person of the proposed subcontractor) is on the Debarment List.
- 37.2 For the avoidance of doubt, Ofcom shall not assign, sub-license, transfer or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this agreement or any Work Order to any Third Party Service Provider, other than the Nominated Service Provider and, subject to the consent of the Supplier which may only be withheld with good reason, any other Nominated Service Provider which Ofcom engages to replace the Nominated Service Provider, without the prior written consent of the Supplier which shall not be unreasonably withheld or delayed. Where Ofcom assigns, sub-licenses, transfers or otherwise disposes of any of its rights or subcontracts, transfers or otherwise disposes of any of its obligations to a Third Party Service Provider, it shall procure that any sub-licence granted by Ofcom shall be on the same terms, or terms which are substantially the same, as the terms of this agreement except that such Third Party Service Provider shall not have the right to grant further sub-licences or to transfer its rights under such sub-licence and that such Third Party Service Provider is entitled to use the Software only to provide services to Ofcom.
- 37.3 The Supplier acknowledges that Ofcom may, from time to time, be restructured such that, for example, regulatory functions of Ofcom may be transferred from Ofcom to some other person or to central government. The Supplier shall, if so requested by Ofcom, enter into a direct agreement with a single entity nominated by Ofcom to the Supplier ("New Entity") on terms substantially the same as this agreement. The Charges to be paid by the New Entity to the Supplier will be charged for at the Supplier's standard rates of charge for the time being in force. The Charges payable by the New Entity for any Contract Year under this agreement will be reduced by the amount of the Charges already paid by Ofcom under this agreement in respect of that Contract Year (if any).
- 37.4 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 37.5 Notwithstanding clause 17, a Party assigning any or all of its rights under this agreement may disclose to a proposed assignee on a confidential basis any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other Party

which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 37.5 shall be made until notice of the identity of the proposed assignee has been given to the other Party.

37.6 Upon request by Ofcom, the Supplier shall enter into a subcontract where Ofcom requires the Supplier to subcontract certain elements of the goods and/or services as a condition of awarding this Contract to the Supplier.

38. Force majeure

38.1 Neither Party shall be in breach of this agreement or a Work Order or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from any of the following cause or causes:

- (a) act of God;
- (b) governmental act (other than a governmental act made by Ofcom);
- (c) war;
- (d) fire;
- (e) flood;
- (f) explosion;
- (g) civil commotion; or
- (h) pandemics or epidemics,

provided that the affected Party promptly notifies the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance and uses all reasonable endeavours to limit the effect of that delay or non-performance on the other Party including but not limited to through the implementation of the BCDR Plan.

38.2 The Supplier shall develop and maintain as current a business continuity and disaster recovery plan ("**BCDR Plan**") setting out measures to be implemented by the Supplier in the event of actual or potential disruption to the Services as a result of one or more of the events specified in clause 38.1 or any analogous act. The Supplier shall provide such plan to Ofcom promptly upon request. If an event specified in clause 38.1 is likely to, or does, occur, the Supplier shall promptly implement the BCDR Plan so as to mitigate the impact of such event on the provision of Services to Ofcom.

38.3 The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for twelve (12) weeks, the Party not affected may terminate this agreement or Work Order by giving 30 days' written notice to the affected Party.

39. Entire agreement

- 39.1 This agreement, the schedules, any Work Order agreed under it and the documents annexed as appendices to this agreement, constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 39.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or any Work Order.
- 39.3 Each Party agrees that it shall have no claim for innocence or negligent misrepresentation based on any statement in this agreement or any Work Order.
- 39.4 Save where the agreement provides otherwise, nothing in the agreement shall prejudice any condition or warranty (express or implied) or right or remedy to which Ofcom is entitled in relation to the Services and/or Goods under statute and/or common law.

40. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

41. Severance

- 41.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 41.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

42. Counterparts

This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

43. Inadequacy of damages

43.1 Without prejudice to any other rights or remedies that Ofcom may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement or any Work Order by the Supplier. Accordingly, Ofcom shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement or any Work Order.

44. Recovery of sums due

44.1 Whenever under the agreement or any Work Order any sum of money shall be recoverable from or payable by the Supplier, such sum may be deducted from any amount then due from Ofcom, or which at any time thereafter may become due, to the Supplier under the agreement or any other written agreement or arrangement with Ofcom.

44.2 Any over-payment by Ofcom to the Supplier whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Supplier pursuant to clause 44.1 above or otherwise.

45. Third-party rights

A person who is not a Party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

46. Conflict of interest

46.1 The Supplier shall ensure that there is no conflict of interest as to be likely to prejudice its independence and objectivity in performing the Services and complying with its obligations under the agreement and undertakes that upon becoming aware of any such conflict of interest during the performance of the agreement (whether the conflict existed before the award of the agreement or arises during its performance) it shall immediately notify Ofcom in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as Ofcom may reasonably require.

46.2 Where Ofcom is of the opinion that the conflict of interest notified to it under clause 46.1 is capable of being avoided or removed, Ofcom may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

- (a) if the Supplier fails to comply with Ofcom's requirements in this respect; or
- (b) if, in the opinion of Ofcom, compliance does not avoid or remove the conflict,

Ofcom may terminate the agreement immediately and recover from the Supplier the amount of any loss resulting from such termination.

46.3 Notwithstanding clause 46.2, where Ofcom is of the opinion that the conflict of interest which existed at the time of the award of the agreement could have been discovered with the application by the Supplier of due diligence and ought to have been disclosed by the Supplier, Ofcom may terminate the agreement immediately for breach of a fundamental condition of the agreement and, without prejudice to any other rights, recover from the Supplier the amount of any loss resulting from such termination.

47. No partnership or agency

47.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other Party.

47.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

48. Notices

48.1 Any notice given to a Party under or in connection with this agreement or any Work Order shall be in writing and in English and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email (including requesting a read receipt) to the following addresses (or an address substituted in writing by the Party to be served):

(i) Supplier:

████████████████████
Head of Service-Quality & Implementation Division
LS Telcom AG
Im Gewerbegebiet 31-33
77839 Lichtenau
Germany

(ii) Ofcom:

████████████████████
Head of Commercial
Ofcom
Riverside House
2a Southwark Bridge Road
London SE1 9HA
United Kingdom

48.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) if sent by email the earlier of:
 - (i) the time at which the recipient acknowledges receipt (such acknowledgment not to be unreasonably withheld or delayed);
 - (ii) on return of a 'read receipt' by the Recipient,
and in this context, the Parties agree that acknowledgment by the recipient shall be provided as soon as reasonably possible after actual receipt of the relevant notice).

48.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

49. Dispute Resolution and Expert determination

- 49.1 Any dispute arising out of or in connection with this agreement or any Work Order (a "**Dispute**") shall, in the initial instance, be referred to the Contract Managers for resolution. If the Contract Managers are unable to resolve the Dispute within 14 days, either Party may refer the Dispute to, in the case of Ofcom, the IT Director and, in the case of the Supplier, the Director of Sales. If the Dispute cannot be resolved within 14 days following escalation, either Party may serve a notice on the other Party advising that a Dispute has arisen. Within 7 days of the date of the notice, the Dispute shall be referred to a senior executive of each of the Supplier and Ofcom for resolution. If the Dispute is not resolved by agreement in writing between the Parties within 14 days after the date of the notice, the Dispute shall be resolved in accordance with the remaining provisions of this clause 49.
- 49.2 Any technical dispute, including interpretation of any specifications (including the Functional Specification and the Detailed Technical Design Specifications, as defined in Schedule 4) or relating to the functions or capabilities of the Software, shall be referred for final settlement to an expert agreed by the Parties or, if not agreed within 14 days of either Party's written request to the other, as determined, at the written request of either Party, by the President of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. The expert's decision shall, in the absence of manifest error, be final and binding on the Parties.
- 49.3 The Parties are entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision.
- 49.4 Each Party shall bear its own costs in relation to the reference to the expert. The expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs

of any advisers appointed by the expert) shall be borne by the Parties equally or in such other proportions as the expert shall direct.

50. Governing law and jurisdiction

50.1 Subject to clause 49, this agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

50.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

50.3 The Supplier irrevocably appoints LS telcom UK Limited of Dowgate Hill House, 14 – 16 Dowgate Hill, London, England, EC4R 2SU as its agent to receive on its behalf in England or Wales service of any proceedings under clause 50.2. Such service shall be deemed completed on delivery to the agent (whether or not it is forwarded to and received by the Supplier) and shall be valid until such time as Ofcom has received prior written notice from the Supplier that the agent has ceased to act as agent. If for any reason the agent ceases to be able to act as agent or no longer has an address in England or Wales, the Supplier shall immediately appoint a substitute acceptable to Ofcom and deliver to Ofcom the new agent's name and address within England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

A large rectangular area of the document has been completely redacted with black ink, obscuring several lines of text. The redaction is roughly rectangular, with some irregular edges and a few small blue ink marks visible within the blacked-out area.

SCHEDULE 1 –

List of Supported and Unsupported Software

Part I.		
Supported Software	Total number of concurrent users included in Software Materials Licence	
SPECTRA / mySPECTRA Components		
SPECTRAplan S	5	Maintenance
SPECTRAplus_Admin / mySPECTRAoffice	53	Maintenance
SPECTRAplus_bill (not stand-alone but Integrated extension module to SPECTRAplus_admin)	50	Maintenance
SPECTRAweb / mySPECTRAoffice	3	Maintenance
mySPECTRAportal	1	Maintenance
SPECTRAexchange	5	Maintenance
SPECTRAview	50	Maintenance
SPECTRAemc_Core	50	Maintenance
SPECTRAemc_ITU_CNS	50	Maintenance
SPECTRAemc_ITU_CNT	50	Maintenance
SPECTRAemc_LM_HCM_AddOn	5	Maintenance
SPECTRAemc_FX_HCM_AddOn	5	Maintenance
SPECTRAsc (Site Clearance)	1	Maintenance
OPIR	1	Maintenance
Updates to Supported Software		
This Schedule 1 Part I reflects the current status of Supported Software. The content of this Schedule 1 Part I may change over time and shall be updated accordingly, in line with clause 5.1(b) and (c) of the Main Agreement. In particular, both Parties acknowledge and agree that the modules of the Supported Software are planned to be gradually replaced with a new modular system based on the mySPECTRA concept, and this Schedule 1 shall be amended from time to time to reflect such transitions.		

Part II. Unsupported Software		
Data Conversion Tool		
CATCHit	1	Not under Maintenance
CHIRplus_LM		
Core Module	50	Not under Maintenance
CHIRplus_SAT (Sat.-Earth.-Coord., GEO, NGEO)		
First Module	14	Not under Maintenance
Second Module	14	Not under Maintenance
MULTILINK (PtP, PtMP)		
First Module	16	Not under Maintenance
Second Module	4	Not under Maintenance
Satellite Earth Station Coordination Extension	4	Not under Maintenance
Vienna Agreement Coordination Extension	4	Not under Maintenance
MONITORplus		
MONITORplus - Core	15	Not under Maintenance
MONITORplus - Measurement Data Capture	25	Not under Maintenance

SCHEDULE 2 - Charges

Part 1 Maintenance Fees

1. Definitions

1.1 The following definitions apply in this Schedule 2:

“Recent Software” means any Supported Software listed in the Maintenance Fee Overview with a delivery date in the three calendar years immediately preceding the Commencement Date.

2. Maintenance Fees

2.1 As at the Commencement Date, the Maintenance Fees are as set out in the Maintenance Fee Overview.

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

3. Bespoke Software

3.1 If the Supplier agrees to develop Bespoke Software under a Work Order, then the Parties agree that:

■

[REDACTED]

■

[REDACTED]

■

(c) the Bespoke Software shall be added as a new line item in the Maintenance Fee Overview; and

- (d) the Parties shall, acting in good faith, agree and implement the requisite changes to the Maintenance Fee Overview to reflect the changes contemplated by this paragraph 3 of Part 1 of Schedule 2.

4. Unsupported Software

4.1 Upon written notification from Ofcom to the Supplier that it no longer requires the Supplier to provide the Services in relation to any Supported Software, the Parties agree that:

- (a) the Software shall, from the date specified in the relevant notice, be considered to be Unsupported Software;
- (b) subject to paragraph 4.1(c) of Part 1 of this Schedule 2, the Maintenance Fee shall be reduced by an amount equal to the annual charge payable for that Software in the preceding year;
- (c) in the event that the notification referred to in paragraph 4.1 of Part 1 of this Schedule 2 does not fall on the final day of a Contract Year, Ofcom shall pay a pro-rated amount to the Supplier on the next scheduled payment date in respect of Services provided in the Contract Year prior to the relevant notice; and
- (d) the Parties shall, acting in good faith, agree the requisite changes to the Maintenance Fee Overview to reflect the decrease in the Maintenance Fee and the discontinuation of the Services in respect of the Unsupported Software.
- (e) any such notification under this paragraph 4.1 shall only be effective if given by way of three months' prior written notice to the end of any Contract Year.

5. Maintenance Fee Overview Updates

5.1 The Parties agree to keep the current Maintenance Fee Overview (attached below) under regular review and to promptly update the Maintenance Fee Overview as required in accordance with the terms of this agreement.

Part 2 Maintenance Fee Overview


250905_Ofcom
Maintenance Fee Ove

LST Payment schedule

Description	Milestone/Delivery Date	True-up Fee effective date	True-up Fee	Annual Fee effective date PMP period	Annual fee	Discounted Annual Fee effective date	Discounted Annual Fee	08.2025
								Euro
Sum of previous Contracts and RFC's- Details of the scopes and deliverables for the maitenance fee are specified in the Excel Sheet "250526_Ofcom Maintenance Fee Overview_2025-2030.xlsx"								
mySPECTRA developments								
LPE1 Aeronautical Aircraft	28/03/2022	28/03/2023	[REDACTED]	01/08/2023	[REDACTED]	01/08/2026	[REDACTED]	[REDACTED]
RFC 2021/ 22	28/03/2022	28/03/2023	[REDACTED]	01/08/2023	[REDACTED]	01/08/2026	[REDACTED]	[REDACTED]
LPE - Light Licensing Release (GB_OFCCOM_0322_0942436)	28/03/2023	28/03/2024	[REDACTED]	01/08/2024	[REDACTED]	01/08/2027	[REDACTED]	[REDACTED]
LPE Programme Enhancements March 2023 (GB_OFCCOM_0323_0945584)	28/03/2023	28/03/2024	[REDACTED]	01/08/2024	[REDACTED]	01/08/2027	[REDACTED]	[REDACTED]
Additional RFC regarding Enhancements / Support (GB_OFCCOM_0323_0945424)	28/03/2023	28/03/2024	[REDACTED]	01/08/2024	[REDACTED]	01/08/2027	[REDACTED]	[REDACTED]
LPE Programme Enhancements 2023/24 (GB_OFCCOM_0223_0945096A)	07/04/2025	07/04/2026	[REDACTED]	01/08/2026	[REDACTED]	01/08/2029	[REDACTED]	[REDACTED]
Additional Scopes / Services 2023/2024 ordered March 2024 (GB_OFCCOM_0324_0948450)	25/09/2024	25/09/2025	[REDACTED]	01/08/2026	[REDACTED]	01/08/2029	[REDACTED]	[REDACTED]
Additional LPE 3 Programme Enhancements ordered July 2024 (GB_OFCCOM_0424_0948302B)	22/08/2024	22/08/2025	[REDACTED]	01/08/2026	[REDACTED]	01/08/2029	[REDACTED]	[REDACTED]
New additional Trade enhancement for Shared Access (GB_OFCCOM_0924_0950190C)	30/09/2025	30/09/2026	[REDACTED]	01/08/2027	[REDACTED]	01/08/2030	[REDACTED]	[REDACTED]
Enhancements LPE 3.1 for OFCOM (GB_OFCCOM_0525_0952481)	30/09/2025	30/09/2026	[REDACTED]	01/08/2027	[REDACTED]	01/08/2030	[REDACTED]	[REDACTED]
Current Total Maintenance Fee								

Explanation to Colors also in "250526 Ofcom Maintenance Fee Overview 2025-2030.xlsx"

Red Text --> Maintenance and Support Services terminated by Ofcom
 Green --> New Maintenance Scopes

SCHEDULE 3 – Services

The following definitions apply in this Schedule 3:

“Incident” shall have the meaning given in the ITIL (Information Technology Infrastructure Library) including any unplanned interruption, reduction in quality, or failure of an IT service or event that disrupts or negatively affects the normal operation of an IT service and causes an impact on users or business operations;

“Problem” means a cause, or potential cause, of one or more Incidents. Problems can be raised in response to a single significant Incident or multiple similar Incidents;

“Error” means a verifiable and reproducible defect in the Software which causes the Software not to operate substantially in accordance with the applicable Documentation or Specification, and which is not attributable to (i) improper use or operation by Ofcom or any third party, (ii) use in combination with any hardware, software, system or data not specified in the Documentation or otherwise approved in writing by the Supplier, (iii) any modification not made or authorised in writing by the Supplier, or (iv) any cause external to the Software that are not caused by the Software itself but arise from external factors, such as issues within the customer's IT environment, including network failures, incompatible third-party products or services, hardware malfunctions, or incorrect system configurations, unless such factors have been caused by the Supplier.

“Fault” means the material adverse effect on the operation of the Software arising from an Error, but shall exclude any performance degradation, non-conformity or interruption that is attributable to the circumstances set out in items (i)–(iv) above, definition of "Error".

Part 1 Description

The Standard Support Services shall consist of:

1. Helpdesk service

1.1 The Supplier shall during the Standard Support Hours provide the personnel of Permitted Users with any technical advice and assistance by telephone, video call or e-mail, as Ofcom, or the Nominated Service Provider acting on behalf of Ofcom, may from time to time reasonably request, to resolve any difficulties and queries in using the Software. Ofcom will use reasonable endeavours to ensure that requests are not duplicated to ensure efficient use of resources.

2. Corrective maintenance

2.1 If Ofcom or the Nominated Service Provider becomes aware at any time during the term of this agreement, of any Fault or Error in the Software Ofcom shall use (or shall procure that the Nominated Service Provider uses) reasonable endeavours to identify and define the nature of such Fault or Error and any related Incident using all reasonable procedures set out in the Documentation and Ofcom shall contact (or shall procure that the Nominated Service Provider contacts) the LS Customer Helpdesk.

2.2 On receipt by the Supplier of a notification from Ofcom or the Nominated Service Provider, specified in paragraph 2.1 above or if the Supplier becomes aware of any Fault or Error specified in paragraph 2.1 above the Supplier shall, at its cost and expense, respond to that Fault or Error and remedy it in accordance with the table in part 2 of this Schedule 3 or failing which Ofcom shall be entitled to pursue any rights or remedies which are available to it.

2.3 The Charges do not include:

- a. maintenance of the Software outside the Standard Support Hours; or
- b. cure of equipment defects or repairs to, or the supply of, consumable items such as discs or tapes; or
- c. correction of Faults or Errors in the Software resulting from:
 - i. changes to the Software except for changes implemented by, or with the approval (not to be unreasonably withheld or delayed) or instruction of, the Supplier;
 - ii. use of the Software in a manner which does not comply with the requirements of the Documentation or the reasonable instructions of the Supplier;
 - iii. Faults or correction of Faults in the Designated Equipment; or
 - iv. the resolution of, any difficulties or queries in using the Software that are not caused by the Software itself but arise from external factors, such as issues within the customer's IT environment, including network failures, incompatible

- third-party software, hardware malfunctions, or incorrect system configurations, unless such factors have been caused by the Supplier.
- d. resolution of Faults or Errors caused by security measures, like adaptation of firewall rules, changes to network configurations, new anti-virus version or changes of similar nature, which may have to be applied from time to time by Ofcom or its Nominated Service Provider to mitigate immediate operational risk.
- e. correction of Faults in the Designated Equipment.

2.4 If Ofcom or the Nominated Service Provider requests corrective maintenance in any of the circumstances set out in paragraph 2.3, the Supplier shall provide it and charge for it at the Supplier's rates of charge agreed for the time being between Ofcom and the Supplier for Maintenance Services.

2.5 If at any time during the term of this agreement Ofcom or the Nominated Service Provider discovers that the Documentation does not provide adequate or correct instructions, Ofcom shall give (or shall procure that the Nominated Service Provider gives) the Supplier written notice of the Fault in question to the LS Customer Helpdesk. The Supplier shall promptly and in any event no later than 30 days after receiving that notice provide Ofcom with appropriate amendments to the Documentation and as far as user manuals for the Software are concerned correct the Fault with the next regular release of user manuals. For the avoidance of doubt, this obligation shall apply only where the incorrectness or inadequacy of the Documentation significantly affects the ability of Ofcom to work with the Software, and not in respect of minor changes, cosmetic deviations, or immaterial differences which do not materially impair the proper use of the Software.

2.6 The Supplier shall maintain a written record, in a form to be agreed between the Parties, of all maintenance work carried out by the Supplier under this agreement. That record shall be completed without delay following the performance by the Supplier of the relevant maintenance work and made available to Ofcom on request. The agreed platform shall be the LS Customer Helpdesk.

3. Ad hoc desktop sharing and support facilities

3.1 In order to support maintenance services including helpdesk service and Incident resolution service the Supplier is entitled to request ad-hoc desktop sharing sessions via a high security internet-connection.

3.2 Ad-hoc desktop sharing sessions will serve as an analysis tool to assist the Supplier to analyse reported Incidents. If an ad-hoc session is requested by Ofcom or the Supplier, Ofcom shall demonstrate a certain question or Incident directly to the Supplier by mirroring the Ofcom computer screen onto the computer screen of one technical expert of the Supplier, and the Supplier shall try to analyse the reported Incident during such a session.

- 3.3 Ad-hoc desktop sharing is a means that can be used in addition to the written Incident report, telephone or e-mail communication. Ofcom and the Supplier's technical experts will simultaneously be on the telephone with each other during such on-line assistance session.
- 3.4 For the purpose of facilitating ad-hoc desktop sharing, Ofcom shall establish and provide to the Supplier appropriate internet access facility to the Software and shall ensure that appropriately qualified personnel will be available (on reasonable notice) for such sessions during normal Business Hours.
- 3.5 For testing purposes, Ofcom can, on request, provide the Supplier with reasonable access to a pre-production test environment for the purposes of supporting maintenance work in accordance with this Schedule 3 of the agreement. The test environment shall be a replica of the existing product in architecture, compute resource and integrations (but not data) though Ofcom will use reasonable endeavours to ensure sufficient data is provided to support the required testing.
- 3.6 Any time delay between written request of the Supplier for ad-hoc desktop sharing sessions and when such sharing sessions is actually established will not count towards resolution times set out in Part 2 of this Schedule 3.

Part 2 Service Levels

1. Definitions

The following definitions apply in this Part 2 to Schedule 3:

End Users: means any person authorised by Ofcom to use the Services excluding Supplier Personnel;

Measurement Period: means the period indicated in the column headed Frequency in the table below;

Resolution: means in relation to an Incident or a Problem (as applicable), to:

- (a) fix the Incident or Problem; or
- (b) in the case of Incidents only, if it is technically impossible to fix an Incident within the Target Performance Level set out below (Performance Levels), to provide a work-around or an instruction to avoid the Incident so that the End User has received a temporarily acceptable outcome; or
- (c) in relation to a Service Request, that the User has received a final outcome so that the User does not expect any further Supplier action is required (e.g. for a request, the requested services have been delivered and accepted by the End User or by Ofcom's Service Manager and for a query, a final answer has been given to the End User or to Ofcom's Service Manager),

and “**Resolved**” and “**Resolve**” shall be construed accordingly and, for the avoidance of doubt, where a Problem produces follow-on and deleterious effects, they will be raised as separate Incidents

Update: means any Maintenance Release made available by the Supplier to Ofcom under the terms of this agreement.

2. Scope of Service:

In scope of the service to be provided under the following SLA's are only the Supplier's software applications operated in an Ofcom production environment. Ofcom's internal User Help Desk and ICT service provider will perform an initial Incident analysis in accordance with paragraph 3(b) below to confirm that the Incident is caused by a Fault or Error in the Supplier Software (including the agreed functionality set out in the Documentation).

For the avoidance of doubt, unless expressly set out in the agreement otherwise, the Supplier's service shall not include services related to Ofcom's ICT infrastructure, environments, security, 3rd party interfaces,

3rd party applications, database backups or disaster recovery. However the Supplier can be consulted in case of question or service requests of such nature in relation with the Supplier's software application, based on a times and materials remuneration for such consulting service.

3. Dependencies:

The below SLAs shall only be applicable subject to the following dependencies:

- a) Software version:
 - If Ofcom decides to take on new software releases, updates or patches then it will take these into operation in the production system within three months from its release date to Ofcom. The Supplier will continue to maintain, remedy and fix the then-current version and the previous version in accordance with the terms of this agreement. After an additional three months, if Ofcom have failed to update to the latest version or the preceding version, the Supplier shall not be obliged to remedy or fix any Software versions that are more than one version before the then-current version of the Software.
 - Ofcom shall ensure to operate at all times on the latest environment specifications and 3rd party software and hardware recommended to Ofcom by Supplier. Ofcom will use reasonable endeavours to update to new specifications or recommendations on 3rd party software versions (including Updates and patches) or hardware onto Ofcom's production system within three months from the date of the notification to Ofcom. The Supplier will continue to maintain, remedy and fix the then-current version and the previous version in accordance with the terms of this agreement. After an additional three months, if Ofcom have failed to update to the latest version or the preceding version, the Supplier shall not be obliged to remedy or fix any versions that are more than one version before the then-current version.
 - In case of changes to the production environment or 3rd party products outside of the versions specified above, the below SLAs shall not apply. If Ofcom would like to maintain older versions of the Software, then appropriate SLAs and associated costs will be agreed under a Work Order for Optional Development Services.
- b) Initial Incident Analysis:

Before any Incident is raised to Supplier, Ofcom shall carry out at least the following analysis with the aim to identify and resolve Incidents outside Supplier's software application:

- Check whether all micro- or web-services are up and running and provide a status overview within the support ticket,
- Check whether any involved 3rd party systems (Salesforce, Workday, etc.) are up and running and provide a status overview with the support ticket,
- Check whether the required servers are up and running and can be reached (pinged) and

provide a status overview with the support ticket,

- Clarify whether any changes have been made to the production environment or 3rd party software running on the environment ahead of occurrence of the Incident and provide information on the changes made,
- Clarify whether any security measures have been taken recently on the production environment or interconnected environments ahead of occurrence of the Incident which have not been notified to Supplier

c) With the Incident ticket the following information shall be provided:

- A reasonable description of the Incident, ideally with step to reproduce the issue,
- Please export the corresponding log files and attach them to the support ticket,
- Please export the mySPECTRA configuration file (Excel file) and attach it to the support ticket.

Service	SLA	Description	Type	Target Performance Levels*					Frequency	Not used	
				Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4				
As specified in no. 1. Scope of Service	Speed of Incident Resolution	Time taken to Resolve, provide a work around or restore a previous working version of the software Priority 1 Incidents	Key	It is the responsibility of Ofcom's IT outsource provider to log the P1 Incidents with the LS Customer Helpdesk. Supplier is willing to support as soon as reasonably possible after becoming aware of a P1 Incident. Depending on the relevant SME(s) required it may take up to [REDACTED] until the resource(s) with the right skillset might be available. 100% within [REDACTED] of response.					monthly		
<p>The time taken to Resolve each Incident shall be measured from the time that the Incident ticket, including a reasonable description of the Incident and all relevant information from Ofcom's Initial Incident Analysis is created, unless the ticket was created outside of Standard Working Hours in which case the start time shall be the next start of Standard Working Hours, until the time that the Incident ticket is flagged as Resolved by Supplier. Timestamps reflecting when these events take place shall be automatically recorded on the ticket by the Service Desk. If work on an Incident is suspended the start time for measurement shall be the time when the written request to resume work is received by the Service Desk.</p> <p>It is understood, that an Incident which involves a code change or the correction of production data within [REDACTED] is rather unrealistic. This Performance Indicator shall include all Priority 1 Incidents that were flagged as Resolved during the Measurement Period.</p>											

		Target Performance Levels*									
Service	SLA	Description	Type	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Frequency	Not used		
As specified in no. 1. Scope of Service	Speed of P2 Incident Resolution	Time taken to Resolve, provide a work around or restore a previous working version of the software Priority 2 Incidents	Key	It is the responsibility of Ofcom's IT outsource provider to log the P2 Incidents with the LS Customer Helpdesk. Supplier is willing to support as soon as reasonably possible after becoming aware of a P2 Incident. Depending on the relevant SME(s) required it may take up to [REDACTED] until the resource(s) with the right skillset might be available.		[REDACTED] from initial response 100% [REDACTED]		monthly			
<p>The time taken to Resolve each Incident shall be measured as the elapsed time from the time that the Incident ticket is created , including a reasonable description of the Incident and all relevant information from Ofcom's Initial Incident Analysis, unless the ticket was created outside of Standard Working Hours in which case the start time shall be the next start of Standard Working Hours, until the time that the Incident ticket is flagged as Resolved by Supplier. Timestamps reflecting when the ticket is created and when it is flagged as Resolved shall be automatically recorded on the ticket by the Service Desk. If work on an Incident is suspended the start time for measurement shall be the time when the written request to resume work is received by the Service Desk.</p> <p>It is understood, that an Incident which involves a code change or the correction of production data within [REDACTED] is rather unrealistic. This Performance Indicator shall include all Priority 2 Incidents that were flagged as Resolved during the Measurement Period.</p>											

Service	SLA	Description	Type	Target Performance Levels*					Frequency	Not used
				Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4			
As specified in no. 1. Scope of Service	Speed of Incident Resolution	Time taken to Resolve, provide a work around or restore a previous working version of the software Priority 3 Incidents	Key	■ within [REDACTED]	■ within [REDACTED]	100% within [REDACTED]			monthly	
As specified in no. 1. Scope of Service	Speed of Incident Resolution	Time taken to Resolve, provide a work around or restore a previous working version of the software Priority 4 Incidents	Key	<p>SPECTRA applications:</p> <p>Correction of such Incidents may be carried out by Update at the next regular time for an Update, provided that the time period between verification of the P4 Incident notified to the Supplier and the planned date for the next Update is not less than [REDACTED]. If that time period is less than [REDACTED], the P4 Incident shall be addressed in the Update thereafter.</p> <p>mySPECTRA:</p> <p>Correction of such Incidents may be carried out by Update at the next regular time for an Update, provided that the time period between verification of the P4 Incident notified to the Supplier and the planned date for the next Update is not less than [REDACTED]. If that time period is less than [REDACTED], the P4 Incident shall be addressed in the Update thereafter.</p>					monthly	

The time taken to Resolve each Incident shall be measured as the elapsed time, including a reasonable description of the Incident and all relevant information from Ofcom's Initial Incident Analysis, excluding any time outside of Standard Working Hours, from the time that the Incident ticket is created until the time that the Incident ticket is flagged as Resolved by Supplier. Timestamps reflecting when these events take place shall be automatically recorded on the ticket by the Service Desk. If work on an Incident is suspended the start time for measurement shall be the time when the written request to resume work is received by the Service Desk.

These Performance Indicators shall include all Priority 3 and 4 Incidents that were flagged as Resolved during the Measurement Period.

Priority	Classification Guidelines
P1	<p>An Incident which has, or may have, a major adverse impact on Ofcom's operations, external stakeholders or End Users. Examples include:</p> <ol style="list-style-type: none"> 1. a large number of End Users are unable to work or have lost important functionality; 2. causing or may cause a major impact on Ofcom's ability to operate; 3. causing or may cause significant financial loss or disruption to Ofcom; 4. causing or may cause Ofcom to be unable to meet urgent external stakeholder commitments; and 5. causing or may cause significant reputational damage to Ofcom.
P2	<p>An Incident which has, or may have, a significant adverse impact on Ofcom's operations, external stakeholders or End Users. Examples include:</p> <ol style="list-style-type: none"> 1. a small or moderate number of End Users are unable to work or have lost important functionality; 2. causing a moderate impact on Ofcom's ability to operate; 3. causing or may cause financial loss or disruption to Ofcom; and 4. causing or may cause reputational damage to Ofcom.
P3	<p>An Incident which has, or may have, an adverse impact on Ofcom's operations and Users. Examples include:</p> <ol style="list-style-type: none"> 1. an individual End User is unable to work or has lost important functionality; and 2. causing a minor impact on Ofcom's ability to operate.

P4	An Incident which has, or may have, a minor adverse impact on Ofcom's operations and Users. Examples include: <ol style="list-style-type: none">1. Incidents that have a minor impact on an individual End User; and2. causing an impact where a workaround is available, but is not acceptable long-term; and3. Errors or failures of a minor nature.
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Part 3 KPIs

The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.

KPI Description	Method of calculating service delivery / measurement period	Target KPI
Attendance at Progress Meetings in respect of Development Work	<i>Attendance by appropriate Supplier staff at Progress Meetings as outlined in paragraph 9 of Schedule 4. Supplier attendees shall be agreed between the Parties and shall include staff with sufficient familiarity with ongoing work to contribute effectively to discussions.</i>	95%
Weekly Progress Reporting in respect of Development Work	<i>On-time submission of complete Weekly Progress Reports in accordance with paragraph 8 of Schedule 4.</i>	95%
Resolution of Identified Faults	<i>First-time resolution of Faults by the Supplier to the reasonable satisfaction of Ofcom in accordance with the time limits and procedures set out in paragraph 6 of Schedule 4.</i>	90%

SCHEDULE 4 - Optional Development Services

1. Definitions

1.1 The following definitions apply in this Schedule 4:

“Acceptance Date” means the date on which Ofcom issues written confirmation in accordance with paragraph 6.1 that the relevant Software Deliverables have been Accepted;

“Accepted” means that Ofcom is satisfied (acting reasonably and having regard to the Functional Specification and any acceptance tests agreed between Ofcom and the Supplier and set out in the relevant Work Order) that the relevant Document Deliverable or Software Deliverable can be placed in production use (production use shall mean any use in Ofcom’s relevant operating environment for which the Software is intended) and **Accepts** and **Acceptance** have corresponding meanings;

“Agreed Maximum Rates” means the agreed maximum hourly rates set out in Annex 6 to this Schedule;

“Aggregate Maintenance Charge” means the aggregate amount (net of Sales Tax) of the Maintenance Fee paid and payable by Ofcom to the Supplier in relation to that Contract Year;

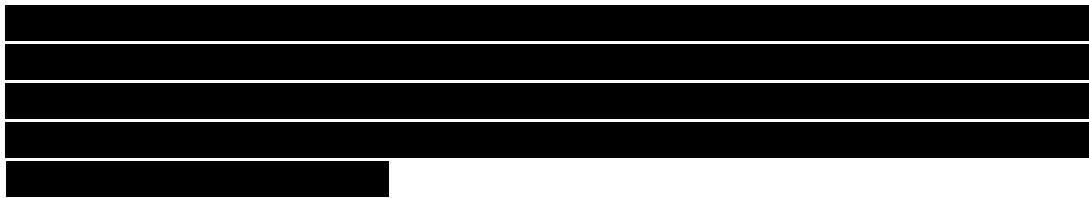
Term	Percentage
GMOs	85%
Organic	82%
Natural	80%
Artificial	78%
GMOs	85%
Organic	82%
Natural	80%
Artificial	78%
GMOs	85%
Organic	82%
Natural	80%
Artificial	78%

“Detailed Technical Design Specification” means the technical specification of Software, including the customised functionality documents, describing its functions and performance to be written by the Supplier in accordance with the relevant Work Order;

“Development Fees” means the total fees, if any, set out in each Work Order payable by Ofcom to the Supplier in respect of the licensing, installation and development of Bespoke Software pursuant to a Work Order;

“Development and Installation Services” means, in relation to each Work Order, the software development services detailed in Parts 1 and 2 of Annex 4 of this Schedule , together with such additional services as set out in such Work Order;

“Fault” means an issue with any Bespoke Software as categorised in Table 1 of this Schedule 4, relating to the non-conformance of such Bespoke Software with the Specifications;



“Functional Specification” means the functional requirements of Ofcom in respect of Bespoke Software, set out in the relevant Work Order;

“LDs Cap” has the meaning given to it in paragraph 2.5 of this Schedule;

“Maintenance Relevant Portion” means the Development Fees including the relevant System Architects and Project Manager in respect of any particular Work Order less any third party or training costs (as noted in the Work Order agreed pursuant to this Schedule 4);

“Milestone” means any milestone specified in a Work Proposal which is the subject of a Work Order (for the avoidance of doubt, including milestones in documents referred to in such Work Proposal);

“Person-day” means a full normal working day of 8 hours, or part thereof;

“Progress Meetings” has the meaning given to it in paragraph 9 of this Schedule 4;

“Software Documentation” means the documentation listed in Annex 5 of this Schedule;

“Specifications” means the Functional Specification and the Detailed Technical Design Specification;

“Weekly Progress Report” has the meaning given to it in paragraph 8 of this Schedule 4;

“Work” means the development work or related services specified in a Work Proposal (including, for the avoidance of doubt, in documents referred to in such Work Proposal) which has been the subject of a Work Order; and

“Work Order Change Request” means the form set out in Annex 8 and 9 to this Schedule 4.

2. Optional Development Services

2.1 In consideration of payment of the Development Fees in accordance with paragraph 7, the Supplier shall perform its obligations under this Schedule 4 and any Work Orders submitted pursuant to paragraph 3.4.

2.2 The Supplier shall not make any modification related to changes to Work Orders / Request for Change (RFC) to the Specifications other than in accordance with the procedures set out in Annex 7 to this Schedule 4.

2.3 The Supplier and Ofcom shall each comply with any designated responsibilities under any Functional Specifications and Implementation Plans at the times set out in such Functional Specifications and Implementation Plans (as the case may be). If the Supplier becomes aware that it will or is reasonably likely to fail to provide Document Deliverables and/or Software Deliverables it is required to provide under a Functional Specification or Implementation Plan prior to a Milestone, the Supplier shall immediately provide written notice to Ofcom specifying:

- (a) the relevant delay or failure;
- (b) the consequences that the delay or failure may have on the Implementation Plan and the Milestones; and
- (c) any measures that the Supplier proposes to adopt to mitigate the consequences of this delay or failure.

2.4 If the Supplier fails to provide any Document Deliverables and/or Software Deliverables it is required to provide under a Functional Specification or an Implementation Plan provided prior to a Milestone:

- (a) it shall take all reasonable steps to eliminate or negate the consequences of such failure on Ofcom and on the performance of the Supplier's impacted obligations under the relevant Implementation Plan and the Supplier shall resume performance of its impacted obligations under such Implementation Plan as soon as possible and use best endeavours to remedy the delay or failure; and
- (b) the reason for this delay or failure shall be reviewed by the Parties in good faith and any consequential changes to the relevant Implementation Plan as a result of such failure shall be agreed by the Parties in accordance with the procedures related to changes to Work Orders / Request for Change (RFC) set out in Annex 7 to this Schedule 4. If the Parties cannot agree any such consequential changes, the Parties shall escalate the matter in accordance with the provisions of clause 49.

2.5 Subject to clause 38 and unless varied in relation to a specific Work Order, if the Supplier fails to provide Document Deliverables and/or Software Deliverables it is required to provide under a Functional Specification or an Implementation Plan prior to a Milestone, the Supplier shall, without prejudice to Ofcom's other rights and remedies, on written demand from Ofcom, immediately pay

to Ofcom an amount (which the Parties agree is not a penalty) which shall be calculated at the following rate:

$$P = A \times N$$

$$\frac{\text{-----}}{1000}$$

Where:

P = amount of liquidated damages payable by the Supplier to Ofcom;

A = the amounts paid or (to the extent unpaid) payable or to be paid under the relevant Work Order by Ofcom to the Supplier in respect of the Milestone which the Supplier fails to provide some or all of Document Deliverables and/or Software Deliverables it was due to provide under the relevant Functional Specification or the relevant Implementation Plan; and

N = the number of calendar days of delay from the date of the relevant Milestone until the date that the Supplier provides to Ofcom the last of the Document Deliverables and/or Software Deliverables the Supplier was required to provide prior to that Milestone under the relevant Functional Specification or the relevant Implementation Plan,

and P shall not exceed an amount equal to ten per cent. (10%) (or such other amount specified in a Work Order) of A in respect of each failure to provide Document Deliverables and/or Software Deliverables it is required to provide prior to a Milestone ("**LDs Cap**").

The Supplier shall not be liable to pay liquidated damages under this paragraph 2.5 to the extent such failure is the result of:

- (a) a breach by Ofcom of its obligations under the relevant Work Order;
- (b) an act or omission of Ofcom in relation to the relevant Work Order;
- (c) an act or omission of a third party for which the Supplier is not responsible; or
- (d) one of the causes specified in clause 38.

2.6 Ofcom may deduct and retain any liquidated damages payable under paragraph 2.5 of this Schedule from the sums outstanding and payable to the Supplier under paragraph 7, provided that if those sums are insufficient to satisfy the Supplier's liability under paragraph 2.5 of this Schedule, then the Supplier shall immediately pay the balance of that liability after receipt of written notice from Ofcom stating the amounts outstanding and due under paragraph 2.5 of this Schedule.

2.7 If the Supplier fails to provide the Document Deliverables and/or Software Deliverables it is required to provide under a Functional Specification or an Implementation Plan prior to a Milestone at the time the LDs Cap has been exceeded, the Supplier shall be deemed to be in material breach of the relevant Work Order and, without prejudice to Ofcom's other rights and remedies, Ofcom shall have the right to cancel or terminate the relevant Work Order and (if there have been multiple breaches which in Ofcom's reasonable opinion indicates that further failures may occur under other Work Orders) all or any other current Work Orders immediately by written notice to the Supplier (the Termination Notice) for the default of the Supplier where the Supplier has failed to remedy the default within 14 days after receiving written notice from Ofcom requiring it to do so and, in the event that this agreement is terminated following completion of the first Milestone specified in the relevant Work Order and prior to completion of the final Milestone specified in the relevant Work Order, following receipt of the termination notice delivered in accordance with this paragraph 2.7 the Supplier shall immediately refund to Ofcom in cash the total amount of the Development Fees paid to the Supplier in respect of each of the Milestones under that Work Order which had been completed prior to the date of the relevant termination notice, unless specifically agreed otherwise in the Work Order (e.g. in case of defined Milestones that Ofcom wish to keep for operational use).

All amounts due to be paid to Ofcom by the Supplier in accordance with this paragraph 2.7 shall be paid in accordance with clause 15. For the avoidance of doubt, if a Work Order is terminated prior to completion of the first Milestone specified in it, the Supplier is not obliged to repay any Development Fees to Ofcom other than the liquidated damages set out in paragraph 2.5.

Ofcom shall not be entitled by this paragraph 2.7 to terminate if such failure is the result of:

- (a) a breach by Ofcom of its obligations under the relevant Work Order;
- (b) an act or omission of Ofcom in relation to the relevant Work Order;
- (c) an act or omission of a third party for which the Supplier is not responsible; or
- (d) one of the causes specified in clause 38.

2.8 The Supplier shall immediately provide written notice to Ofcom as soon as reasonably practicable after it becomes aware of any failure or likely failure by Ofcom to perform its obligations under this schedule, a Work Order issued pursuant to paragraph 3.4 or otherwise or of any act or omission of Ofcom or of any other incident which will or is likely to cause the Supplier to fail to meet a Milestone as specified in paragraph 2.3, which written notice shall specify:

- (a) the relevant delay or failure;
- (b) the consequences that the delay or failure may have on the Implementation Plan and the Milestones; and
- (c) any measures that the Supplier proposes to adopt to mitigate the consequences of this delay or failure.

The Supplier shall be entitled to an extension to any relevant Milestone for a delay which is caused by:

- (d) a breach by Ofcom of its obligations under the relevant Work Order;
- (e) an act or omission of Ofcom in respect of the relevant Work Order;
- (f) an act or omission of a third party for which the Supplier is not responsible; or
- (g) one of the causes specified in clause 38,

provided that:

- (i) the Supplier justifies such extension from Ofcom in written notice to Ofcom which shall specify the cause of the delay and the consequences that the delay or failure have on the Implementation Plan and the Milestones and the Parties shall amend the Implementation Plan accordingly; and
- (ii) the Supplier delivers to Ofcom the written notice specified in sub-clause (i) within 15 days of becoming aware of the delay.

The extension shall be agreed between the Parties, acting reasonably.

3. Work Orders

3.1 From time to time Ofcom may request that the Supplier provides proposals for work to be undertaken pursuant to this Schedule by sending a Work Request, specifying in as much detail as is reasonably practicable the nature of the work it would like the Supplier to undertake, and any other specific requirements, including, without limitation, replacement contact details, increases to levels or periods of warranty, milestones, changes to levels of compensation for (i) failure by the Supplier or (ii) termination of a Work Order for convenience by Ofcom, and changes to notice periods for termination of a Work Order for convenience by Ofcom. [REDACTED]

[REDACTED]

[REDACTED]

3.2 Subject to paragraph 3.3, as soon as reasonably practicable (and in any event no later than 30 days) after receiving a Work Request, the Supplier shall provide Ofcom with a Work Proposal setting out how the Supplier proposes to undertake the requested work, including, except as Ofcom may specify, the following information:

- (a) details of the proposed Specifications for such requested work and any proposed changes in relation to that Work Order to:
 - (i) alternate contact details;
 - (ii) periods of warranty.
 - (iii) payment currency and conversion risks;
- (b) a statement of the cost and expense of implementation and on-going provision of the relevant Work, including the Development Fees and a payment schedule relating to the proposed work. As far as the Work relates to Software Development and Installation Services, the Development Fees shall not exceed the number of Person-days reasonably

necessary to perform the work multiplied by daily rates no greater than the relevant Agreed Maximum Rates. Unless otherwise agreed by Ofcom, the statement of the cost and expense of implementation and ongoing provision of the relevant Work provided in accordance with this paragraph 3.2(b) shall be provided on a fixed price basis;

- (c) the Maintenance Relevant Portion;
- (d) a timetable for the implementation of the Work, including, where relevant, any Milestones..

3.3 If the Supplier cannot reasonably provide a Work Proposal within the 30 day period referred to in paragraph 3.2, it shall notify Ofcom and shall provide as much information regarding the proposed Work as is reasonably possible within that period. If the Supplier is of the reasonable opinion that it would need to perform additional consultation work with Ofcom to enable the Supplier to provide meaningful information to permit Ofcom to assess whether it wishes to proceed with work requested specifically in a Work Request, the Supplier may propose consultation steps in a separate Work Proposal at the same time as putting forward information pursuant to this paragraph 3.3. If on receipt of that information Ofcom wishes to proceed with the proposed Work it shall provide written notice to the Supplier, who shall, as soon as reasonably practicable (and in any event within 45 days) after receiving that notice, provide Ofcom with a Work Proposal in accordance with clause 3.2.

3.4 Ofcom shall review the Supplier's Work Proposal as soon as reasonably practicable (in any event no later than 10 days) after its receipt and will either approve, reject or request an amendment to the Work Proposal, and:

- (a) if Ofcom approves the proposed Work Proposal, Ofcom shall issue a Work Order authorising the Work;
- (b) if Ofcom requests an amendment to the Work Proposal, the amendment shall be treated as a new Work Request and the Supplier shall review and issue a fresh Work Proposal pursuant to paragraph 3.3, taking into account Ofcom's reasonable requests for amendment;
- (c) if the Parties cannot reach agreement on amendments to any Work Proposal, then, subject to paragraph 3.5, either party may escalate the matter for resolution in accordance with the procedure set out in clause 49.

3.5 For the avoidance of doubt, Ofcom may approve or reject any Work Proposal in its absolute discretion.

3.6 The Supplier shall take all reasonable steps to avoid or minimise Development Fees arising from any Work including by using resources already deployed in fulfilling its obligations under this agreement. Any cost saving resulting from Work shall be passed on to Ofcom by way of a reduction in the Development Fees with effect from the date on which any new Work Proposal is submitted by the Supplier where resources are already employed on existing Work Orders.

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

5. Licence, Updates and Maintenance Services

5.1 The Supplier confirms that unless and to the extent specified otherwise in a Work Proposal which has led to a Work Order pursuant to paragraph 3 of this Schedule to the extent that software developed or supplied pursuant to a Work Order is an amendment to software already licensed to Ofcom under this agreement, such software shall be incorporated within and deemed to form part of the Software licensed to Ofcom pursuant clause 3.1 of this agreement.

6. Delivery of Software Materials and Testing

6.1 Ofcom shall issue written confirmation to the Supplier confirming that such Software Deliverables have been Accepted.

6.2 The Supplier agrees that the Nominated Service Provider may participate in any Acceptance Tests.

6.3 Acceptance of Software Materials or any part of them shall be without prejudice to any rights and remedies of Ofcom arising after Acceptance in respect of any breach of the warranties and undertakings of the Supplier contained in clause 20.

6.4 The Supplier shall ensure that the Software Documentation is in the English language, in virus free electronic form, and that the electronic version provided by the Supplier in accordance with paragraph 6.5 is in PDF format or any other format as agreed between the Parties from time to time.

6.5 Once each:

- (a) Software Deliverable; or
- (b) Document Deliverable,

has been Accepted the Supplier shall deliver a copy of the relevant Accepted Software in executable code, and one electronic copy of the relevant Accepted Document Deliverables to Ofcom in accordance with the Functional Specification and the Implementation Plan.

6.6 Not used.

6.7 Subject to paragraph 6.9, if Ofcom identifies a suspected Fault within three months after the Acceptance Date of the Document Deliverables and/or Software Deliverables, Ofcom shall notify the Supplier of that suspected Fault. If Ofcom notifies the Supplier of a suspected Fault:

- (a) the Parties shall categorise the suspected Fault in accordance with Table 1, below, provided that if the Parties fail to agree the categorisation for that suspected Fault the matter will be escalated in accordance with the provisions of clause 49 of this agreement; and
- (b) where the categorisation under paragraph 6.7(a) is that there is no Fault but there are Findings, the Supplier shall take into account such Findings when developing further versions of the Software and Ofcom may specifically request the implementation of any such Findings as a Change under the procedure set out in clause 16; and
- (c) where the categorisation under paragraph 6.7(a) indicates there is a Fault, the Supplier shall either remedy such Fault (if such Fault has its cause in Supplier's self-developed software) or provide a means to compensate for the cause of such Fault in Supplier's self-developed software (if the Fault is in third party software used by the Supplier self-developed software) to Ofcom's reasonable satisfaction as soon as reasonably practicable and necessary due to the nature and severity of the Fault, and, (except for Faults which have been classified as Cosmetic which do not affect the functionality of the Software, that can be remedied in a later version update of the Software) in any event, by no later than six months after the Acceptance Date of the Document Deliverables and/or Software Deliverables. In case of repair, Supplier correct or compensate for any Fault which is notified to Supplier provided that Ofcom has complied with all Supplier recommendations and instructions concerning the installation and operation of the Software, the Software has not been altered, except by Supplier, and provided that the Fault has not been classified as Cosmetic which do not affect the functionality of the Software. Ofcom shall attempt to identify and define any problem using all available procedures set out in the documentation, and specify problems using the Problem Report Form. To solve the problem, Ofcom will receive from the Supplier a software-patch, another software-version or an appropriate workaround.

TABLE 1 – Fault Categories

Category	Priority	Meaning
1	High	<i>A major error which prevents either testing or usage of the system or a significant part of the system.</i>
2	Medium	<i>Significant error - but a reasonable work-around is possible and testing can continue.</i>

3	<i>Minor</i>	<i>Minor error - does not seriously impact functionality and testing can continue.</i>
4	<i>Cosmetic</i>	<i>Cosmetic errors- with little or no impact on testing or usage.</i>
<i>Findings</i>	<i>Findings</i>	<i>The Fault notification was erroneous but has identified an area of possible improvements for the software.</i>

6.8 If the Supplier fails to remedy a Fault upon Ofcom's written notice stating a reasonable time limit to do so, in accordance with paragraph 6.7(c), the Supplier shall, except if otherwise agreed with Ofcom in writing, without prejudice to Ofcom's other rights and remedies, on written demand from Ofcom, immediately pay to Ofcom an amount which shall be calculated in accordance with Table 2 below by way of compensation for Ofcom's anticipated losses.

Table 2 – Liquidated Damages

<i>Fault Category</i>	<i>Amount payable by the Supplier to Ofcom</i>
1 (High)	[REDACTED]
2 (Medium)	[REDACTED]
3 (Minor)	[REDACTED]
(4) Cosmetic	[REDACTED]

6.9 Paragraph 6.7 shall not apply to Faults which had been identified by Ofcom prior to or on the Acceptance Date of the Document Deliverables and/or Software Deliverables.

7. Payment

7.1 Ofcom shall pay the Development Fees in accordance with each Work Order and clause 15.

7.2 Ofcom may choose to accelerate payments in its sole discretion.

7.3 Any Development Fees relating to Work Order Changes shall be paid in accordance with this Schedule 4 and the relevant amended Work Order (as agreed in accordance with paragraph 10 of this Schedule 4).

8. Progress Reporting

8.1 Where the Supplier is undertaking any Work under this Schedule 4, the Supplier shall provide a comprehensive [REDACTED] report (the “[REDACTED] **Progress Report**”) detailing the Supplier’s progress against the applicable Implementation Plan as well as the overall status of ongoing projects. This report shall include:

- (a) a summary of the current status of each Work Order as against the applicable Implementation Plan including achievement of relevant Milestones, and any deviations from the planned schedule set out in the Implementation Plan;
- (b) a RAG (Red, Amber, Green) status for each Milestone to indicate the level of risk or concern;
- (c) a summary and update in respect of any issues identified pursuant to paragraphs 2.3 or 2.8 of this Schedule 4, including the effectiveness of any mitigation measures being undertaken;
- (d) a summary of completed tasks and planned activities for the next monthly period; and
- (e) a breakdown of resource allocation and availability for the next [REDACTED] including details of the velocity and availability of the development, testing and technical resources. This should also include details of the current roles and responsibilities of all deployed resources.

8.2 The Supplier shall submit the [REDACTED] Progress Report by the close of business of the last Friday [REDACTED] (to the extent there is ongoing Work being undertaken by the Supplier pursuant to this Schedule 4).

8.3 Notwithstanding the foregoing, Ofcom may (at its sole discretion) adjust the frequency of the [REDACTED] Progress Report to [REDACTED] progress reports if Work under any Work Order is delayed.

9. Progress Meetings

9.1 Where the Supplier is undertaking any Work under this Schedule 4, the Supplier shall attend such meetings (“**Progress Meetings**”) as Ofcom, in its reasonable opinion, deems necessary for the purpose of discussing and reviewing the provision of any ongoing Work including, but not limited to, the achievement of the Milestones, the progress of the Supplier as measured against the Implementation Plan(s) and/or Functional Specifications, and the resolution of any identified Faults. Where appropriate, Ofcom shall use reasonable endeavours to give the Supplier reasonable advanced notice of meetings (either on an ad-hoc basis, or by way of agreeing a regular meeting cadence).

9.2 Each Party shall ensure that staff with sufficient operational knowledge and/or seniority attend each Progress Meeting. Progress Meetings shall take place either remotely or at Ofcom's office location and shall be at such times as is agreed between the Parties from time to time.

9.3 Progress Meetings may include, but are not limited to, the following:



The frequency of the Progress Meetings shall be decided by Ofcom (at its sole discretion).

9.4 Ofcom and the Supplier can adjust the sequence of Progress Reporting Meetings based on the project circumstances by mutual agreement.

10. Work Order Changes / Request for Changes (RFC)

10.1 If either Party wishes to propose a change to a Work Order (a "**Work Order Change**"), it shall notify the other Party by sending a written request to the other Party's Contract Manager, specifying in as much detail as is reasonably practicable the nature of the Work Order Change.

10.2 As soon as reasonably practicable (and in any event no later than 30 days) after sending or receiving a written request for a Work Order Change, the Parties shall meet (either in person or remotely) to discuss the proposed Work Order Change. The Supplier shall use all reasonable endeavours to provide at or prior to the meeting, (a) a statement of the cost and expense of implementation and on-going operation of the relevant Work Order Change, including any alteration to the Development Fees; and (b) a timetable for the implementation of the Work Order Change.

10.3 Following the meeting referred to in paragraph 10.2, the Parties shall follow the agreed procedures set out in Annex 7 of this Schedule 4 in order to seek to reach agreement on the proposed Work Order Change. If the Parties agree the proposed Work Order Change, they shall document their agreement in a Work Order Change Request. If the Parties cannot reach agreement on any Work Order Change where the Work Order Change has been requested by Ofcom, either Party may escalate the matter for resolution in accordance with the procedure set out in clause 49.

10.4 Neither Party shall have any obligation to commence work in connection with any Work Order Change until the relevant Work Order Change Request has been completed and signed by the Parties. The Work Order Change Request shall take effect from the date on which it has been signed by both Parties (and from that date, the relevant Work Order shall be deemed amended as set out in the Work Order Change Request).

- 10.5 Each party shall bear their own costs in connection with the processes set out in this paragraph 10 of Schedule 4.
- 10.6 Notwithstanding any provision to the contrary in this agreement, Ofcom shall be entitled to publish the details of any Work Order Change where it considers it necessary to do so pursuant to comply with its obligations under the Act.

Annex 1 – Work Order

Work Order:

Sequential Number:

Work Proposal:

Cross Reference:

Currency:

Total Fee:

Maintenance Relevant Portion:

Title:

Number of pages attached:

WHEREAS Ofcom submitted a Work Request to Supplier dated [●], and Supplier submitted the Work Proposal set out in the table below in response, Ofcom now wishes to authorize the provision of the Work set out in the Work Proposal.

Document	Date/Version	Reference	Comments
Work Proposal			
[Documents referred to in Work Proposal]			

Signed for and on behalf of **Ofcom**:

Signed for and on behalf of **LS Telcom**

By:

By:

Name:

Name:

Title:

Title:

Annex 2 – Work Request

WORK REQUEST				
Project Name/code:		Ofcom Project Manager:		Work Request Initiated by:
		LS Telcom Project Manager:		Status of Work Request:

Owner & Investigator Sign-off History				
Date	Version	Revised by	Signature	Description

Description of requested work (including any milestones)				
Functional Specification:				
Implementation Plan:				

Objectives of work				

Alternative escrow arrangements (if any)				

Other proposed amendments				

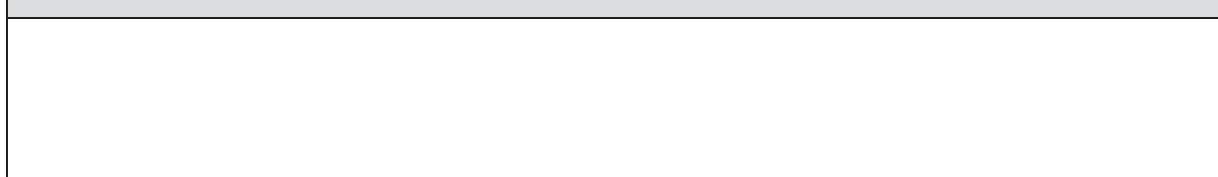
Alternate contact/contact details (if any)

Ofcom	Supplier

Document	Date/Version	Reference	Comments
[documents referred to in Work Request]			

Signature

Work Requestor:



Annex 3 – Work Proposal

PROPOSAL EXPIRY DATE:

TOTAL PROPOSAL NET COST AND CURRENCY:

Cost of Maintenance Relevant Portion:

WORK DETAILS		
Project Name/code:	Ofcom Project Manager:	Work Request Initiated by:
	LS Telcom Project Manager:	Status of Work Request:

Work Description
Functional Specification:
Implementation Plan:

Objectives of work

Alternative escrow arrangements (if any)

Alternative licence arrangements (if any)

Cost Details

(a statement of the cost and expense of implementation and on-going operation of the relevant work, including any alteration of the fees or additional fees charged in relation to any other affected contract relating to the proposed work)

Impact of work summary

Personnel		
Increase levels and periods of Warranty		
Resources or deliverables t/b provided by Ofcom		
Software / Application which are effected by this Work Order		
Documentation (including but not limited to Software Documentation)		
(other)		
(other)		

Timetable for the implementation of the work (including details of any specific milestones)

Document	Date/Version	Reference	Comments
[documents referred to in Work Request]			

Proposal Authorised by LS Telcom		
Signature	Name and position	Date

Annex 4 – Delivery and Installation Services

Part 1

Development and Installation Services

- Development of the Software Materials and provision of the Software Deliverables and Document Deliverables as set out in the Functional Specification and Implementation Plan
- Installation of the Software Materials onto a single environment specified by Ofcom for every release provided by the Supplier

Part 2

Supplier Responsibilities

The following list describes the Supplier's responsibilities as far as applicable for the relevant Software required under the Work Order:

- a) write the Detailed Technical Design Specification;
- b) provide the Development and Installation Services;
- c) develop and prepare or update (as applicable) the User Manuals and the Software Documentation;
- d) provide a copy of the Software to Ofcom and any further versions of the Software in executable code and install it in accordance with clause 6;
- e) provide support and maintenance services in relation to the Software in accordance with the Work Order and the agreement;
- f) provide Ofcom with the Software Documentation;
- g) cooperate with Ofcom to develop and agree in good faith the operational business processes for the development work undertaken by the Supplier for and on behalf of Ofcom pursuant to this agreement; and
- h) provide training to Ofcom if required pursuant to a Work Order or a Change.

Annex 5

Bespoke Software Materials

This Annex 5 sets out the Software Documentation which the Supplier shall provide for the relevant Bespoke Software as far as applicable to the scope of the Work Order, and which shall be of at least the quality of the documents provided by the Supplier in connection with its standard off the shelf packages:

- 1) Updates to User Manuals covering
 - a) Any updates to the relevant Software supplied by the Supplier under the agreement
 - c) Any additional Bespoke Software
- 2) Detailed Technical Design Specifications.

Annex 6
Agreed Maximum Rates



Annex 7

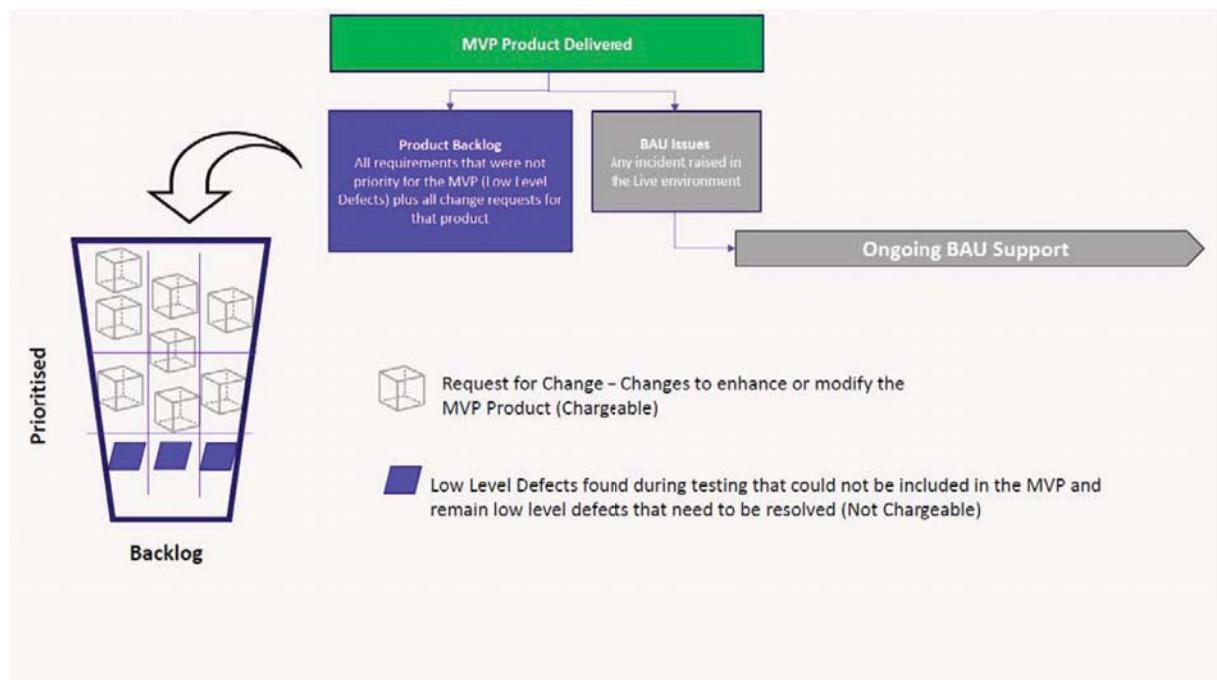
Procedures for changes to Work Orders / Request for Change (RFC)

Each Work Order Change requires refinement, resulting in sign off from the Supplier that the Work Order Change is understood and development ready.

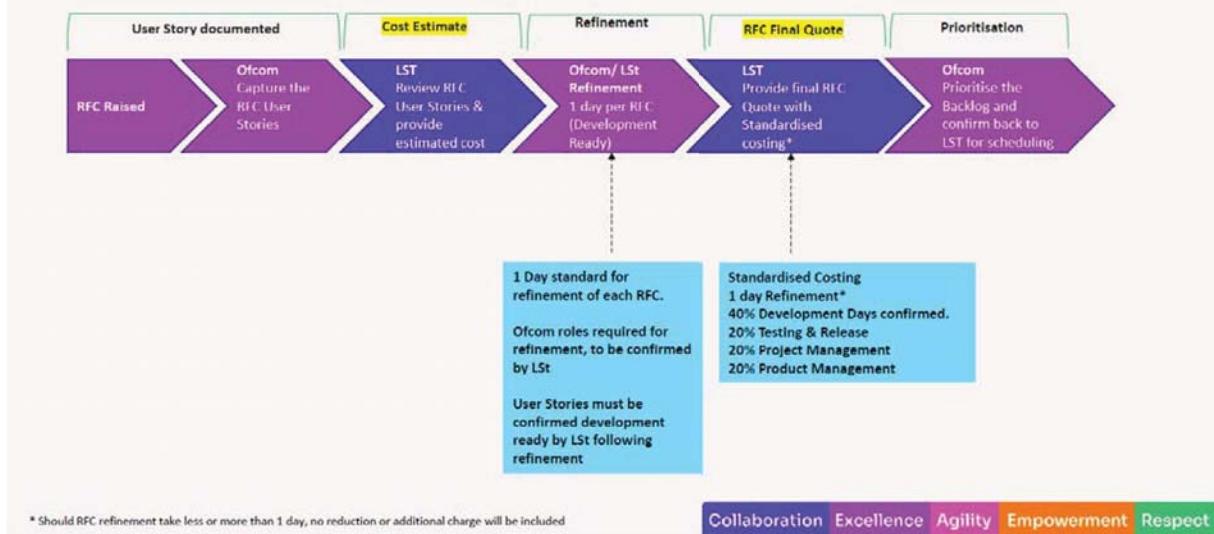
Once refinement is completed and the final quote received the expectation is the delivery of the Work Order Change is fixed price based fixed scopes.

Prioritisation of the backlog is subject to change. However, the current development cycle will remain unchanged, unless there is an exception to this rule that requires director approval.

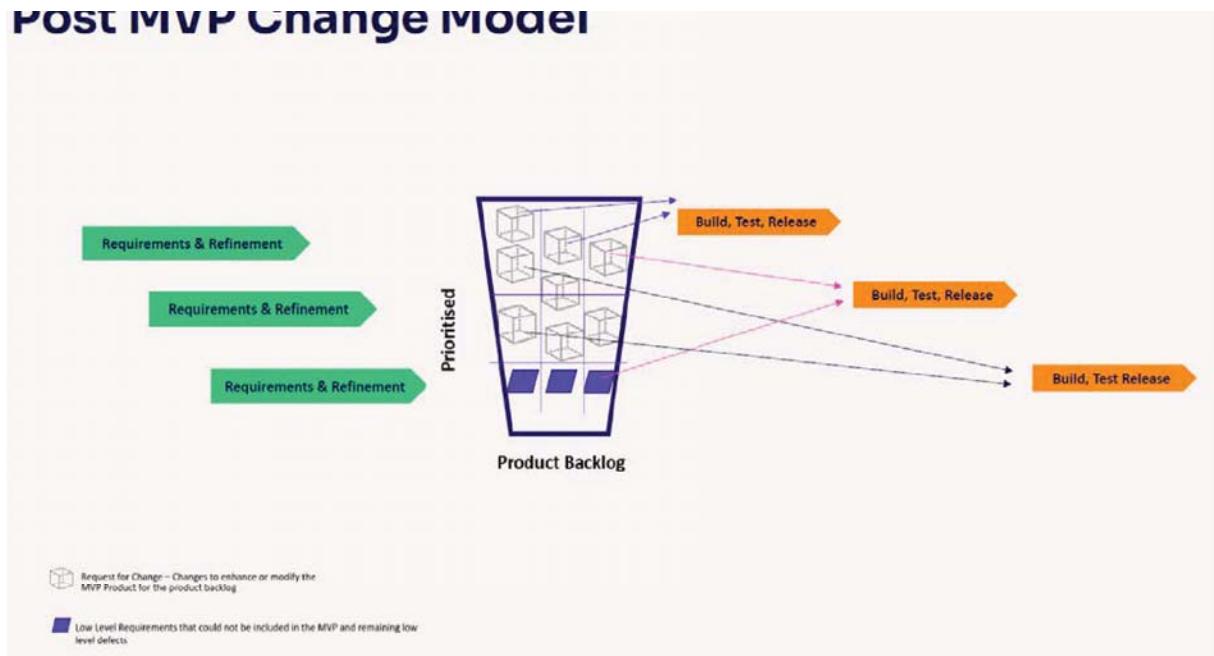
The expectation is the backlog will transition to the business as usual support model when only a small number of low-level defects remain.



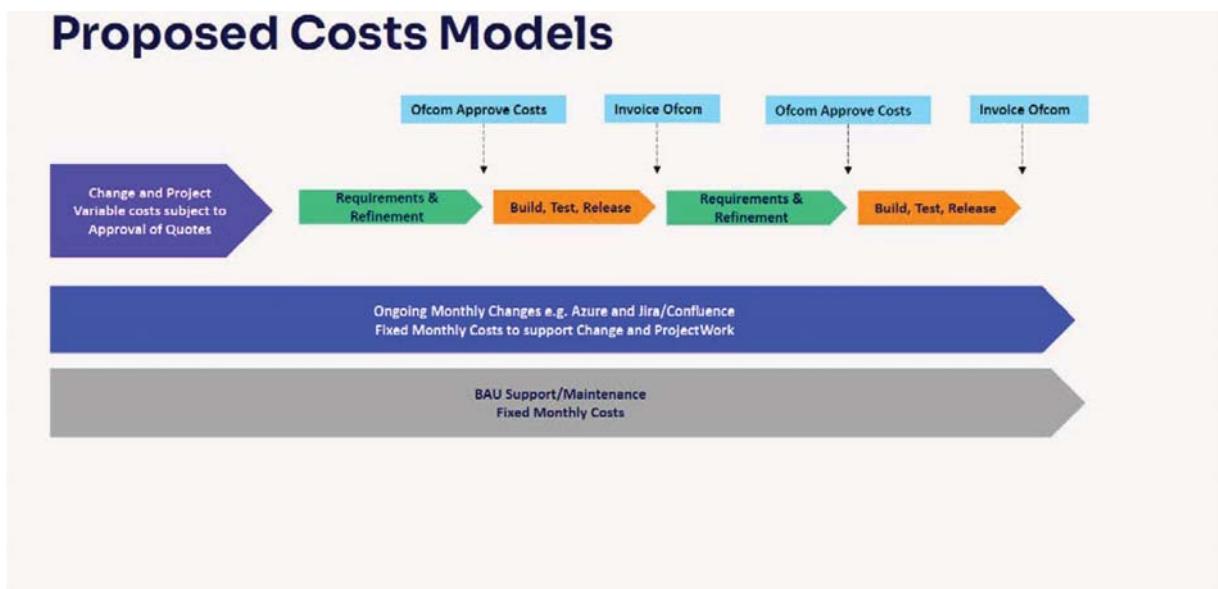
RFC Refinement Process



Post MVP Change Model



Proposed Costs Models



Annex 8

Project name - CHANGE REQUEST OFCOM

CR Title			
Workstream:		Workstream Mgr:	
Summary of Impact:		Date Raised:	
		Reference (added by PMO):	
Change Request Description			
Reason for Change Request			
<ul style="list-style-type: none">• What are the benefits or issues associated with making this change?			
Delivery Timescale for Change			
<ul style="list-style-type: none">• When is this change required?			
Impact of the Change Request:			
<ul style="list-style-type: none">• Description of the impact			
Approver	Name	Signature	Date
Ofcom			

Annex 9

Project name - CHANGE REQUEST Proposal

CR Title			
Workstream:		Workstream Mgr:	
Summary of Impact:		Date Raised:	
		Reference (added by PMO):	
Change to Maintenance Relevant Portion			
Relevant Work Order Ref:			
Total agreed net cost:			
Net Cost of Maintenance Relevant Portion			

Change Request Description															
<table border="1"> <thead> <tr> <th>Task</th> <th>Person Days</th> </tr> </thead> <tbody> <tr> <td>Refinement (mutual agreed for smaller bespoke software developments is one (1) person day per requirement/ individual area of discussion)</td> <td>One (1) multiplied with individual areas of discussion</td> </tr> <tr> <td> <ul style="list-style-type: none"> • In the refinement sessions (remotely) have been used to: <ul style="list-style-type: none"> a) Clarification and agreement of the services related to the OFCOM specific enhancements as offered below. b) In case of major change requests regarding the scope of the offer below will be identified, the scopes and commercial offer shall be adapted according to the mutually agreed adjustments / requirements. c) number of individual areas for discussion </td> <td></td> </tr> <tr> <td>Development and Configuration (Base value for Testing, PM and PO)</td> <td></td> </tr> <tr> <td>Testing (50% efforts of development)</td> <td></td> </tr> <tr> <td>PM activities (50% efforts of development)</td> <td></td> </tr> <tr> <td>PO activities (50% efforts of development)</td> <td></td> </tr> </tbody> </table>		Task	Person Days	Refinement (mutual agreed for smaller bespoke software developments is one (1) person day per requirement/ individual area of discussion)	One (1) multiplied with individual areas of discussion	<ul style="list-style-type: none"> • In the refinement sessions (remotely) have been used to: <ul style="list-style-type: none"> a) Clarification and agreement of the services related to the OFCOM specific enhancements as offered below. b) In case of major change requests regarding the scope of the offer below will be identified, the scopes and commercial offer shall be adapted according to the mutually agreed adjustments / requirements. c) number of individual areas for discussion 		Development and Configuration (Base value for Testing, PM and PO)		Testing (50% efforts of development)		PM activities (50% efforts of development)		PO activities (50% efforts of development)	
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Development and Configuration (Base value for Testing, PM and PO)															
Testing (50% efforts of development)															
PM activities (50% efforts of development)															
PO activities (50% efforts of development)															

Relevant for maintenance		
Reason for Change Request		
<ul style="list-style-type: none"> • What are the benefits or issues associated with making this change? 		
Delivery Timescale for Change		
<ul style="list-style-type: none"> • When is this change required? 		
Period of Warranty:		
Impact of the Change Request on Active (Ongoing) Project:		
<ul style="list-style-type: none"> • Description of the impact 		
Does this change impact any of the following:		
Impact	Y/N	Description
Desired policy/project outcomes (quality)		
Project scope		
Costs for the other ongoing project		
Resources		
Milestones (workstream/critical)		
Stakeholders		
ICT Infrastructure/hardware		
Processes		
Software/ Application which are affected by this RFC		
Alternative Contingency Plans without the Change Request		
<ul style="list-style-type: none"> • What are the options if we do not undertake this change? 		

Additional Risks

- Are there any additional risks as a result of this change request?
- Are there any risks as a result of not undertaking this change?

Approver	Name	Signature	Date
Ofcom			
Supplier			

SCHEDULE 5 - Suppliers network and information systems security

Security of systems and facilities

A description or mapping of the supplier's information system insofar as it relates to Ofcom and any policies the Supplier has in place for managing information security, including risk analysis, human resources, security of operations, security architecture, secure data and system life cycle management and, where applicable, encryption and its management.

Its measures to protect the security of its network and information systems from damage using an all-hazards risk-based approach, addressing for instance system failure, human error, malicious action or natural phenomena.

Its measures including any policies to ensure the accessibility and traceability of critical supplies used in the provision of the Services.

Any measures to ensure that the physical and logical access to network and information systems, including administrative security of network and information systems, is authorised and restricted based on business and security requirements.

Incident handling

The Supplier maintains a documented incident handling process aligned with ISO/IEC 27001. The Supplier shall not provide detailed access to its internal detection and escalation procedures but confirms that the effectiveness of these processes is subject to regular independent review as part of its ISO/IEC 27001 certification.

In the event that the Supplier ceases to hold a valid ISO/IEC 27001 certification, the Supplier shall, upon Ofcom's request, provide appropriate assurance of continued implementation of an equivalent incident handling process, which may include third-party verification or other agreed means.

Business continuity management

The Supplier maintains documented contingency procedures to ensure business continuity for the Services, as well as documented disaster recovery capabilities. These procedures and capabilities are implemented within the framework of the Supplier's ISO/IEC 27001-certified information security management system and are subject to regular internal review and testing.

The Supplier shall not provide detailed access to these procedures or test documentation but confirms that their effectiveness is independently assessed as part of its ISO/IEC 27001 certification.

In the event that the Supplier ceases to hold a valid ISO/IEC 27001 certification, the Supplier shall, upon Ofcom's request, provide appropriate assurance of continued implementation of equivalent business continuity and disaster recovery measures, which may include third-party verification or other agreed means.

Monitoring, auditing and testing

The Supplier maintains and implements policies and procedures for monitoring, auditing, and testing of its network and information systems. These include measures to ensure that systems operate as intended, compliance with relevant standards is maintained, and that potential weaknesses in security mechanisms are identified.

The effectiveness of these measures is subject to regular internal and external audits as part of the Supplier's ISO/IEC 27001 and ISO 9001 certified management systems.

The Supplier shall not provide access to or disclose specific monitoring infrastructure, audit results, or processes related to the oversight of its monitoring systems as those shall be considered as confidential information based on the main contract Clause 17.2 f (VI). The Supplier confirms that these controls are maintained in accordance with applicable standards and continuously reviewed for effectiveness.

International standards

The Supplier will ensure certification in accordance with ISO/IEC 27001 and ISO 9001.

Policies & Certifications

The Supplier will maintain appropriate policies in accordance with Good Industry Practice to meet business continuity and cyber security requirements that are, as a minimum, sufficient to ensure it is able to comply with its obligations under this agreement and the certifications referred to above.

SCHEDULE 6 - Mandatory Policies

The Mandatory Policies are:

- Modern Slavery Statement 2025 [Modern slavery statement](#)
- Environmental Policy [Environmental sustainability](#)



Modern Slavery Statement

2025

Published 10 September 2025

Contents

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1. Introduction

- 1.1 We do not tolerate slavery or human trafficking in our business or supply chains. We are committed to continually improving our policies and practices to play our part in tackling this.
- 1.2 This statement sets out the actions that the Office of Communications (Ofcom) has taken to get assurance that slavery and human trafficking are not taking place in its supply chains or its business, and the steps that have been taken to mitigate this risk.
- 1.3 This is Ofcom's fifth statement which builds on the statement we published last year. Over the past twelve months, we have focused on embedding the continued assessment of potential risks in our supply chain into our business-as-usual processes.

2. Organisational Structure and Supply Chain

Organisational Structure

- 2.1 Ofcom is the UK's independent communications regulator. Established under the Office of Communications Act 2002, Ofcom operates under a number of Acts of Parliament and other legislation.
- 2.2 The Communications Act 2003 states that Ofcom's principal duty is to further the interests of citizens in relation to communications matters and to further the interests of consumers in relevant markets, where appropriate by promoting competition. This underpins much of what we do.
- 2.3 Ofcom's mission is to make communications work for everyone. We regulate fixed-line and mobile telecoms, TV and radio broadcasting, post, the radio spectrum used by wireless devices, video-on-demand services established in the UK, and online safety under the Online Safety Act 2023. We help UK businesses and individuals get the best from communications services and protect them from harmful treatment and practices. Where appropriate, we promote competition, investment and innovation as the basis for delivering good consumer outcomes.
- 2.4 We are an independent public authority that is accountable to Parliament and through the Courts for our public duties, and to perform our role effectively we need to engage openly and constructively with the UK and devolved Governments. We provide technical advice to governments (for example, our work regarding the implementation of a UK broadband universal service provider) and in some cases, we act as a formal representative of the UK Government (for example, in international negotiations on spectrum).
- 2.5 Ofcom is funded by fees from industry for regulating broadcasting, communications networks and postal services. We work independently, free from political influence.

Supply Chain

- 2.6 Ofcom buys a wide range of services and supplies on which approximately £80,000,000 was spent in 2024-25. We have approximately 800 active suppliers and in the region of 300 active contracts and framework agreements supported by the Commercial team.
- 2.7 Ofcom's contract management approach is aligned with the cross-government Contract Management Best Practice Guide and supported by Ofcom's own contract rating tool which tiers contracts as gold, silver or bronze depending on their value and risk profile. All contracts over 6 months in duration and £150,000 in total value are rated. At the end of March 2025, 95 contracts were in scope of this guidance. We had 5 gold contracts, 20 silver contracts and 70 bronze contracts. The table below provides a breakdown of these contracts by spend category. The majority of the contracts are

related to low-risk services. All remaining contracts are considered to be transactional in nature.

Table 1: Breakdown of contracts by spend category

Category	Gold	Silver	Bronze	Total
Research	0	3	24	27 (28%)
ICT	4	9	13	26 (27%)
Professional Services	0	3	7	10 (11%)
Personnel related	0	3	6	9 (9%)
Learning and development	0	0	6	6 (6%)
Communications	0	0	4	4 (4%)
Facilities	1	0	3	4 (4%)
Other	0	1	3	4 (4%)
Corporate services	0	1	2	3 (3%)
Fleet	0	0	2	2 (2%)
Total	5	20	70	95 (100% ¹)

¹ The sum of individual percentages is less than 100% due to rounding.

3. Policies

- 3.1 Corporate responsibility is important to us as an employer, a customer and as a regulator, and we have a range of policies that support us in mitigating the risks of modern slavery in our business and supply chain.

People Policies

- 3.2 Our people policies and processes conform to legal requirements and good practice. Collectively, our policies prohibit any threat of violence, harassment and intimidation, compulsory overtime, child labour, discrimination, confiscation of workers' original identification documents and provide workers with freedom to terminate their employment and give access to remedy, compensation, and justice for victims of modern slavery.
- 3.3 We set out the ethical standards we expect of our colleagues in our Dignity and Respect Policy. We aim to ensure that we create a safe and inclusive working environment for all our colleagues that is free from harassment, bullying and victimisation, underpinned by mandatory learning on core subjects for all employees. We have a Grievance policy and a Whistleblowing policy, designed to give our colleagues a platform to raise concerns about any wrongdoing or poor working practices.
- 3.4 We provide a wide range of resources for employees to support their mental, physical and financial wellbeing, and to help during periods of uncertainty and stress. This includes access to the Ofcom's Wellbeing Hub, Employee Assistance Programmes and, where needed, access to counselling 24/7. These policies are available to colleagues on our intranet and are reviewed regularly.
- 3.5 We take a partnership approach to union relations. We also have an internal Colleague Forum comprised of a group of elected employees who meet with the senior management team regularly to discuss employee related issues.

Commercial Policies

- 3.6 We voluntarily apply Cabinet Office's Procurement Policy Note (PPN) 02/23 – Tackling Modern Slavery in Government Supply Chains, which supersedes PPN 05/19 of the same name. We have used this as a basis for activity over the past 12 months as well as helping us to set Key Performance Indicators (KPIs) to guide future activity. We apply this guidance to all gold, silver and bronze contracts to ensure a proportionate approach.
- 3.7 We also continued to voluntarily apply PPN 06/20 - Taking account of social value in the award of central government contracts. We require social value criteria to be applied to all contracts that are in scope of the Public Contracts Regulations 2015 where this is related and proportionate to the subject-matter of the contract. The Cabinet Office's Social Value Model is used to support this. We will continue to apply equivalent guidance over the coming year to new contracts in scope of the Procurement Act 2023.

4. Due Diligence Processes

Public Contracts Regulations 2015

- 4.1 We are a Contracting Authority under both the Public Contracts Regulations 2015 and Procurement Act 2023. For procurement exercises in scope of these regulations, we use either Cabinet Office's standard Selection Questionnaire (SQ) or Procurement Specific Questionnaire (PSQ)². Both require prospective suppliers to confirm that they do not have any convictions relating to child labour or any other forms of human trafficking and that they comply with social and labour law obligations. Tenderers are also required to confirm whether they are compliant with the annual reporting requirements of section 54 of the Modern Slavery Act 2015 (where applicable). We verify this by requiring them to provide a link to where statements are published or by providing copies of these documents.
- 4.2 Depending on the nature of the goods or services being procured, we incorporate proportionate questions about corporate responsibility into procurement processes.

Terms and conditions

- 4.3 We use our own standard terms and conditions for contracts wherever possible. These require contractors to comply with all applicable laws, statutes and regulations including the Modern Slavery Act 2015. We require contractors to notify us of any breach or potential breach of these conditions in their supply chains connected to any Ofcom contract. We also require on-demand access to their premises, personnel, systems and records to be able to verify compliance with this condition.
- 4.4 Where these terms and conditions are not used, we generally use terms and conditions developed by purchasing organisations such as Crown Commercial Service which include similar provisions or the Commercial team will negotiate bespoke terms, with specialist legal advice.

² The Procurement Specific Questionnaire (PSQ) replaces the SQ for contracts procured under the Procurement Act 2023.

5. Risk Assessment and Management

- 5.1 Ofcom reviews its Risk Management Policy annually and recognises the need to manage its risks effectively to deliver its objectives successfully. The document outlines the key aspects of Ofcom's risk management policy to assist Executive Management in making risk-informed decisions and ensure that everyone is aware of their accountabilities and responsibilities for risk management. Our Risk Management Policy is approved by the Ofcom Board and in addition by the Chief Executive in her capacity as the Accounting Officer.
- 5.2 There is a business lead for each contract, and they are responsible for managing the relationship with the contractor. The Risk Management and Commercial teams provide advice and guidance where any risks are identified.
- 5.3 Over the past year, we have continued to take a systematic, proportionate approach to assessing our suppliers and supply chains to identify any risks of modern slavery, following the 'Tackling Modern Slavery in Government Supply Chains' guidance. We will continue to assess all new contracts on the same basis.
- 5.4 Where a contract is classified as medium risk or higher, we ask suppliers to complete the Modern Slavery Assessment Tool (MSAT) to find out more about the processes the supplier has in place to identify and address modern slavery risks in their own supply chains.

Supply chain mapping results

- 5.5 In previous years we have assessed all existing gold, silver and bronze contracts. This year we have focused on assessing all new in-scope contracts using the guidance to identify the following characteristics (risk areas):
 - Type of industry
 - Nature of workforce
 - Supplier location
 - Operational context
 - Commodity type
 - Business or supply chain model
- 5.6 The results of all supply chain mapping undertaken in this, and previous years, are presented in the table below:

Table 2: Results of Supply Chain Mapping Exercise

Rating	Gold	Silver	Bronze	Total
High (5-6 risk areas identified)	0	0	0	0 (0%)
Medium (3-4 risk areas identified)	1	0	1	2 (2%)
Low (1-2 risk areas identified)	1	1	8	10 (11%)
Very low (0 risk areas identified)	3	19	61	83 (87%)
Total number of contracts	5	20	70	95 (100%)

5.7 While the number of medium or high-risk contracts has not changed in the past 12 months, one of our contracts for the provision of catering services expired and was replaced with a new Supplier following a competitive tendering exercise. The new Supplier was required to complete the MSAT. We continue to work with existing suppliers of medium risk contracts to monitor progress towards implementing the recommendations from previous MSATs via business-as-usual contract management activity.

6.Training

6.1 All commercial specialists working in the Commercial team are required to complete the CIPS Ethical Procurement and Supply eLearning and Test on an annual basis. Developed by the Chartered Institute of Procurement and Supply for all levels of procurement professionals, the programme and test enable the Commercial function to hone skills and knowledge and to demonstrate our commitment to ethical procurement and sustainable supply chains.

7. Performance

Progress since last year

7.1 Last year we committed to:

- Continue to assess all new gold, silver and bronze contracts as business-as-usual activity; and
- Consider opportunities to raise awareness of modern slavery risks with business leads responsible for gold and silver contracts.

7.2 Since then, we have:

- Assessed all gold, silver and bronze contracts that have been awarded in the past year; and
- Reviewed our code of conduct and sustainable procurement policy to ensure they remain up to date. We will continue to review annually.

Future Plans and Priorities

7.3 As we have now reached a point where activity to assess the risks of modern slavery in our supply chains is part of our business-as-usual processes, over the next year we will:

- Continue to assess all new gold, silver and bronze contracts as business-as-usual activity; and
- Consider opportunities to raise awareness of modern slavery risks with business leads responsible for gold and silver contracts.

Key Performance Indicators (KPIs)

7.4 We will continue to measure the success of our approach against the following:

- There are no reports of any incidences of modern slavery within our business or supply chains;
- Our staff are familiar with policies that enable them to report any concerns and they feel comfortable doing so; and
- Contractors understand the importance of ensuring that modern slavery is not taking place within their supply chain and the consequences of not taking effective action.

7.5 To support this, we will continue to use the following KPIs for the next year:

- Risk assess all new gold, silver and bronze contracts within 3 months of contract commencement;
- 100% of suppliers complete a MSAT where it is deemed necessary; and
- 100% of commercial specialists successfully complete the CIPS Ethical Procurement and Supply eLearning and Test.

8.Approval

8.1 We are making this statement on a voluntary basis in the form set out in section 54 of the Modern Slavery Act 2015. This statement was approved by the Ofcom Board on 16 July 2025 and has been signed by Melanie Dawes, Chief Executive of Ofcom on behalf of the Ofcom Board.

Dame Melanie Dawes

Chief Executive

Published: 3 May 2022

How Ofcom is working to become a more environmentally sustainable organisation.

We believe that it is important to reduce the impact of our business on the environment. Leading by example, we want to:

- help reduce the UK's overall carbon emissions, in line with the Government's [Net Zero Strategy](#);
- adopt and promote sustainable practices wherever we can.

Our work so far

Ofcom has tried to cut our carbon emissions in different ways over the years, but in light of the climate emergency, we felt that we could do more. In the last year, we have:

- adopted a new environmental policy, which demonstrates our commitment to reducing our impact;
- obtained ISO14001:2015 accreditation (Environmental Management System), helping us take a more systematic approach to improving our environmental performance;
- continued to meet the [Greening Government Commitments](#); and
- created a Green Champions Network, so that colleagues can contribute to Ofcom's net zero efforts and hold the organisation to account.

Our environmental policy in full

Ofcom understands that we are in challenging times in terms of global environmental impacts. We all have a part to play in addressing threats to our planet natural systems and biodiversity. Ofcom is committed to assessing, understanding, and finally improving its environmental performance.

As part of this commitment, we will develop, implement and maintain a compliant ISO14001:2015 Environmental Management System (EMS).

Commitments

1. Where relevant to our operations, we will comply with environmental legislation and adopt Government policies on Environmental best practices. We will provide appropriate employee training for our staff, ensuring we adequately manage and mitigate our environmental risks and take advantage of any environmental opportunities.
2. We are committed to preventing pollution and to minimising the environmental impact, for the life cycle (including disposal) of: materials, products, vehicles, equipment, and any other physical assets under our control.
3. We will put adequate controls in place to protect the environment from any significant environmental aspects and impacts arising from our operations.
4. We will ensure suitable resources are in place to monitor, maintain and audit compliance of our Environmental Management System standards and commitments.
5. We will ensure that this policy is published, made available and communicated to all interested parties (including staff, contractors and suppliers).
6. We will set environmental objectives and targets and review them regularly to ensure continual improvement of our environmental performance and strive to eliminate our negative environmental impacts.

Management

1. Our Operations Board will be responsible for the strategic delivery of this policy within our organisation.
2. We will maintain clear roles and responsibilities around environmental management to ensure this policy and our commitments are adequately supported and embedded within Ofcom.
3. This Policy is subject to an annual review by Ofcom's Operations Board.

Next steps

We will maintain our Environmental Management System and continue to find new ways to reduce our impact on the environment.

SCHEDULE 7 - Change Control Procedure

Part 1: Change Request

REFERENCE:

CHANGE REQUEST		
Project Name/code:	Ofcom Project Manager:	Change Request Initiated by:
Change Requestor:	LS Telcom Project Manager:	Status of Change Request:

Does this change affect the overall Maintenance Fees (Y/N)?
If yes, specify how

Owner & Investigator Sign-off History				
Date	Version	Revised by	Signature	Description

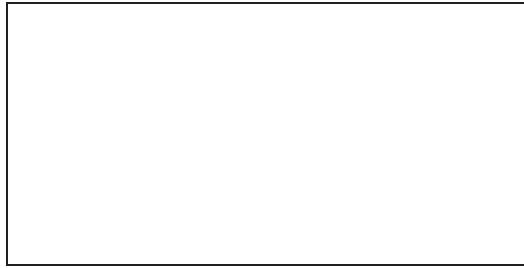
Change Description

Reason for Change

Item affected by Change		
Item identifier	Description	Version
Time and Cost Summary		
Cost (State if covered by Maintenance Fee)	Timescale	

Comments
Decision

Signature
Change Requestor:



Part 2: Change Control Proposal

PROPOSAL EXPIRY DATE	TOTAL PROPOSAL COST	
CHANGE DETAILS		
Project Name/code:	Ofcom Contract Manager:	Change Request reference:
Change Requestor:	Supplier Contract Manager:	Change Request date:
Change Description		
Reason for Change		
Item affected by Change		

Item identifier	Description	Version

<p>Cost Details (a statement of the cost and expense of implementation and on-going operation of the relevant Change, including any alteration of the Maintenance Fees or additional fees relating to the proposed Change)</p>	

Impact of Change Summary	
Personnel	
Maintenance Fees	
Other contractual costs or liabilities	
Resources or deliverables t/b provided by Ofcom	
Software	
Documentation (including but not limited to Software Documentation)	

Licence	
Services to be provided by the Supplier under the agreement	
Adverse consequences to Ofcom	
Impact on non Supplier services	
Proposed changes to the Detailed Technical Design Specification or Functional Specification	
Any other proposed changes to the agreement	
Impact, if any, of the proposed Change on the compliance by Supplier and Ofcom with any applicable laws and regulations	
(other)	
(other)	

Timetable for the implementation of the Change

Resulting variations to Agreement

Proposal Authorised by Supplier		
Signature	Name and position	Date

Proposal Accepted by Ofcom		
Signature	Name and position	Date

Part 3: Change Control Note

Change Control Note:

Sequential Number:

Change Control Proposal:

Cross Reference:

Title:

Number of pages attached:

WHEREAS Supplier and Ofcom entered into an agreement dated [[●]] (the "**[2025] Agreement**") and now wish to amend the Original Agreement.

IT IS AGREED as follows:

1. With effect from [date], the [2025 Agreement] shall be amended as set out in this Change Control Note.
2. Save as herein amended all other terms and conditions of the [2025 Agreement] shall remain in full operation and effect.

Signed for and on behalf of LS Telcom:

By

Name

Title

Date

Signed for and on behalf of Ofcom:

By

Name

Title

Date

Schedule 8 - Escrow Provisions

1

1

1

10

Term	Percentage
Climate change	100
Global warming	98
Green energy	95
Carbon footprint	92
Sustainable development	88
Renewable energy	85
Emissions reduction	82
Green economy	75

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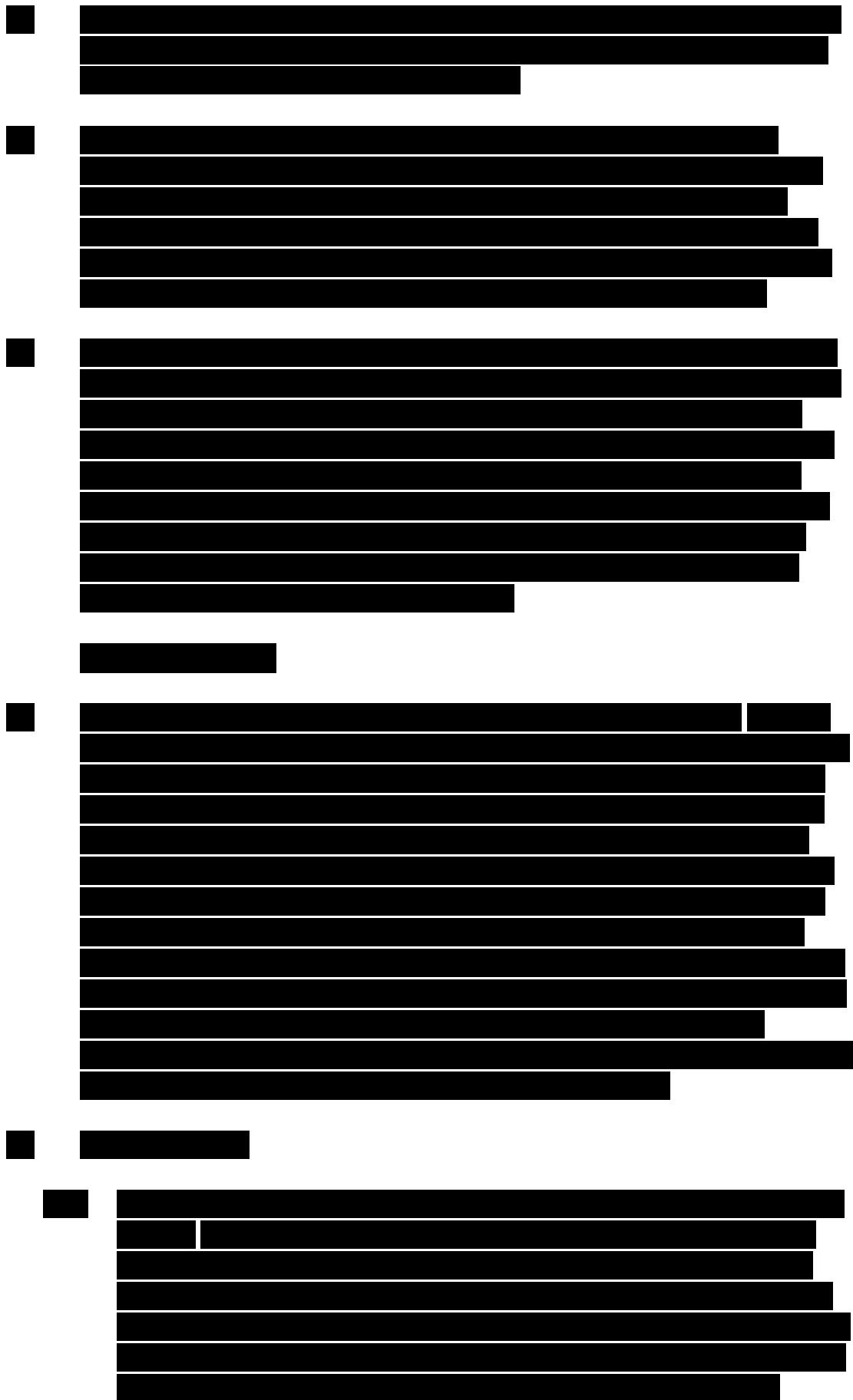
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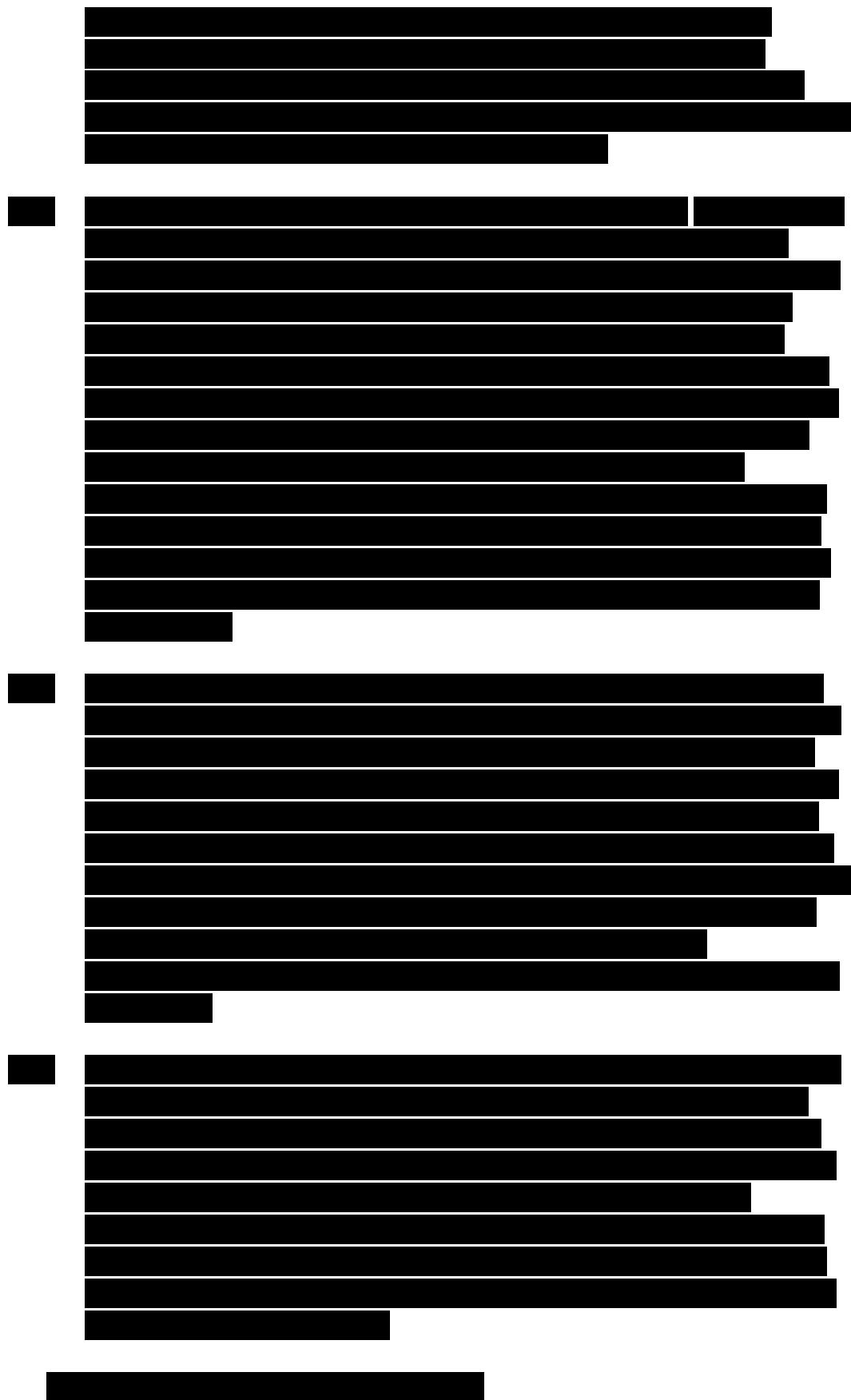
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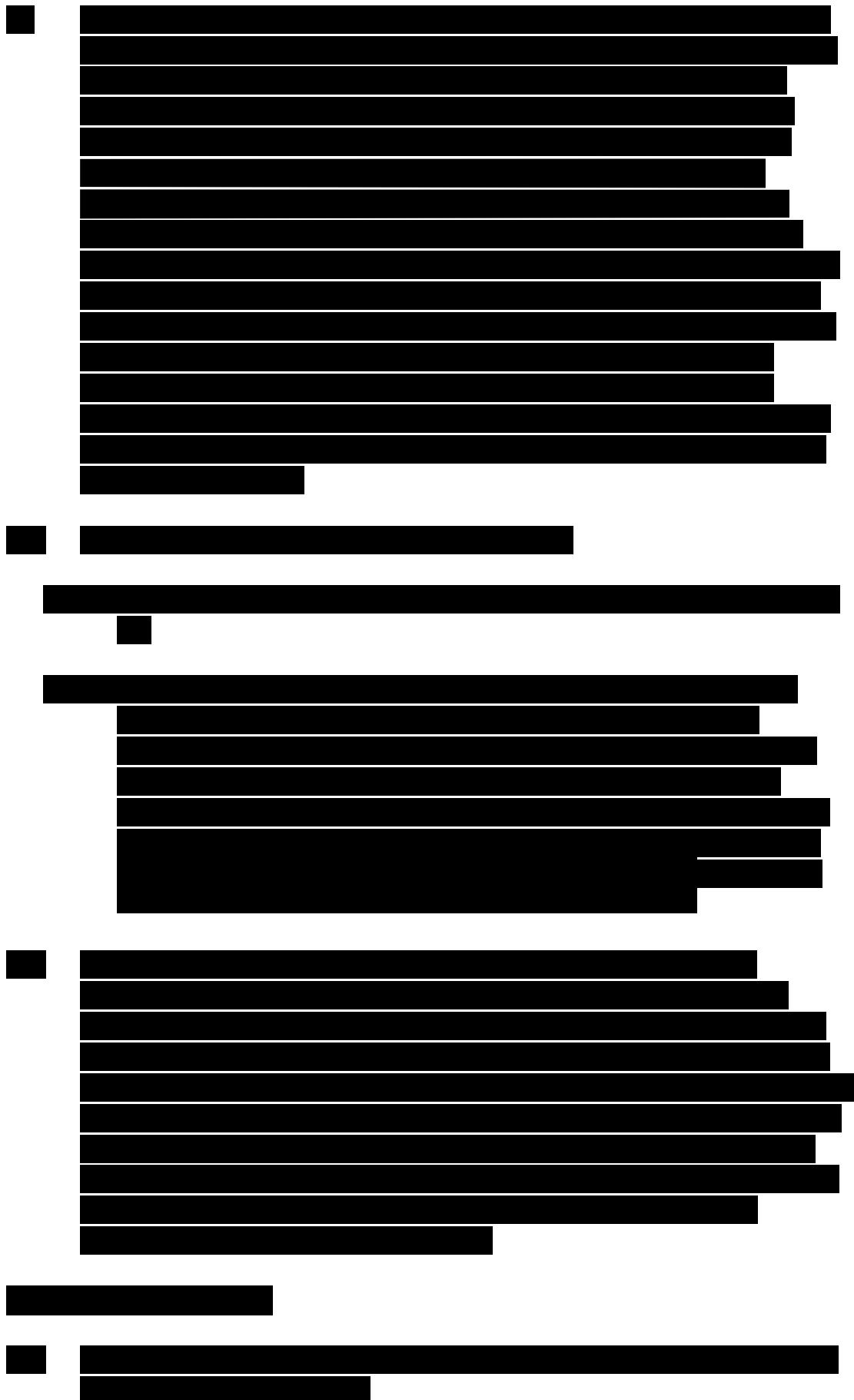
Term	Percentage
Climate change	100
Global warming	98
Green energy	95
Carbon footprint	92
Sustainable development	88
Renewable energy	85
Emissions reduction	82
Green economy	95

1

Category	Value
1	100
2	100
3	100
4	100
5	100
6	100





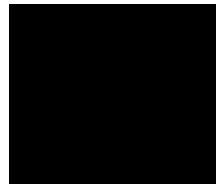


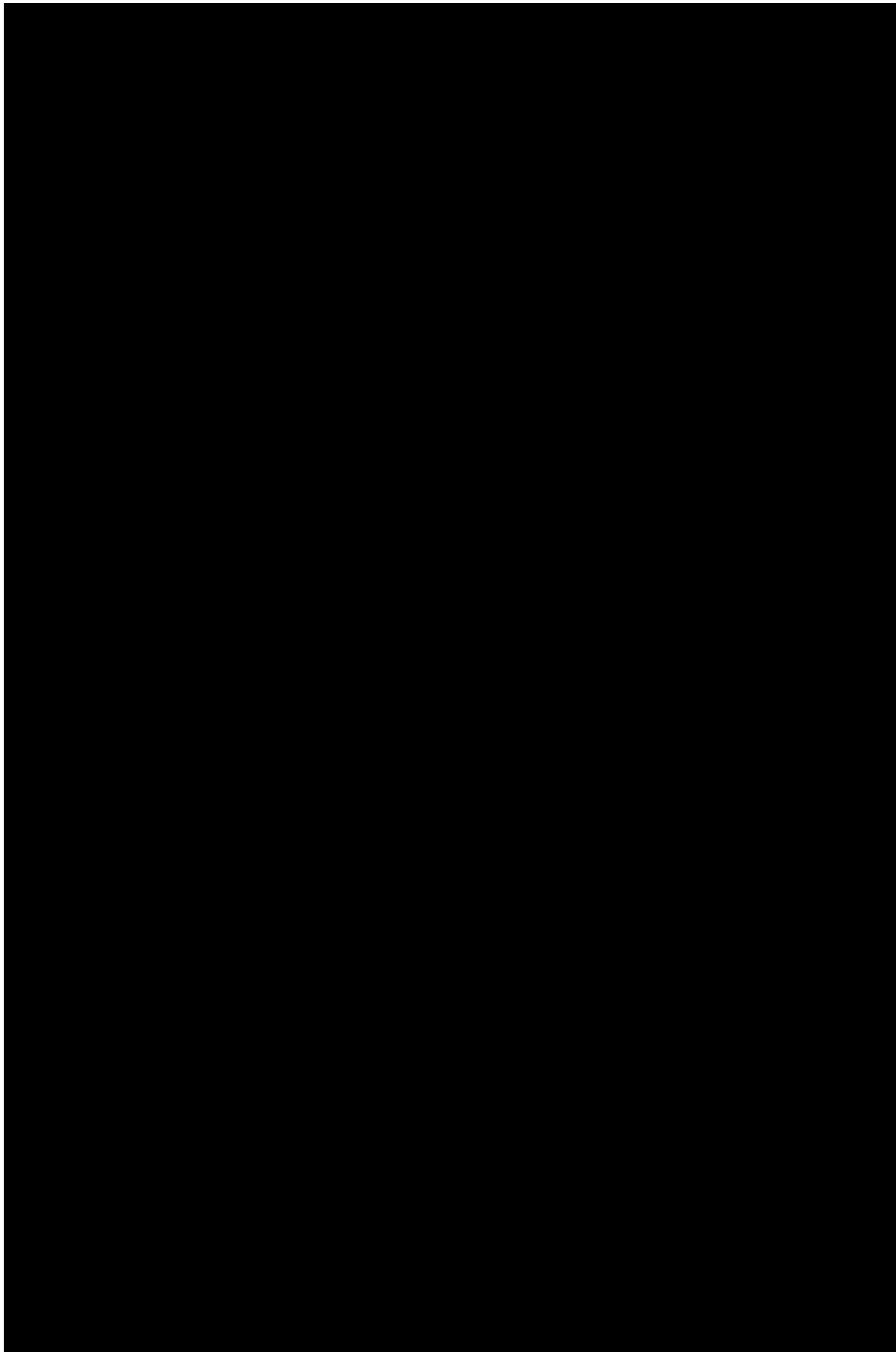
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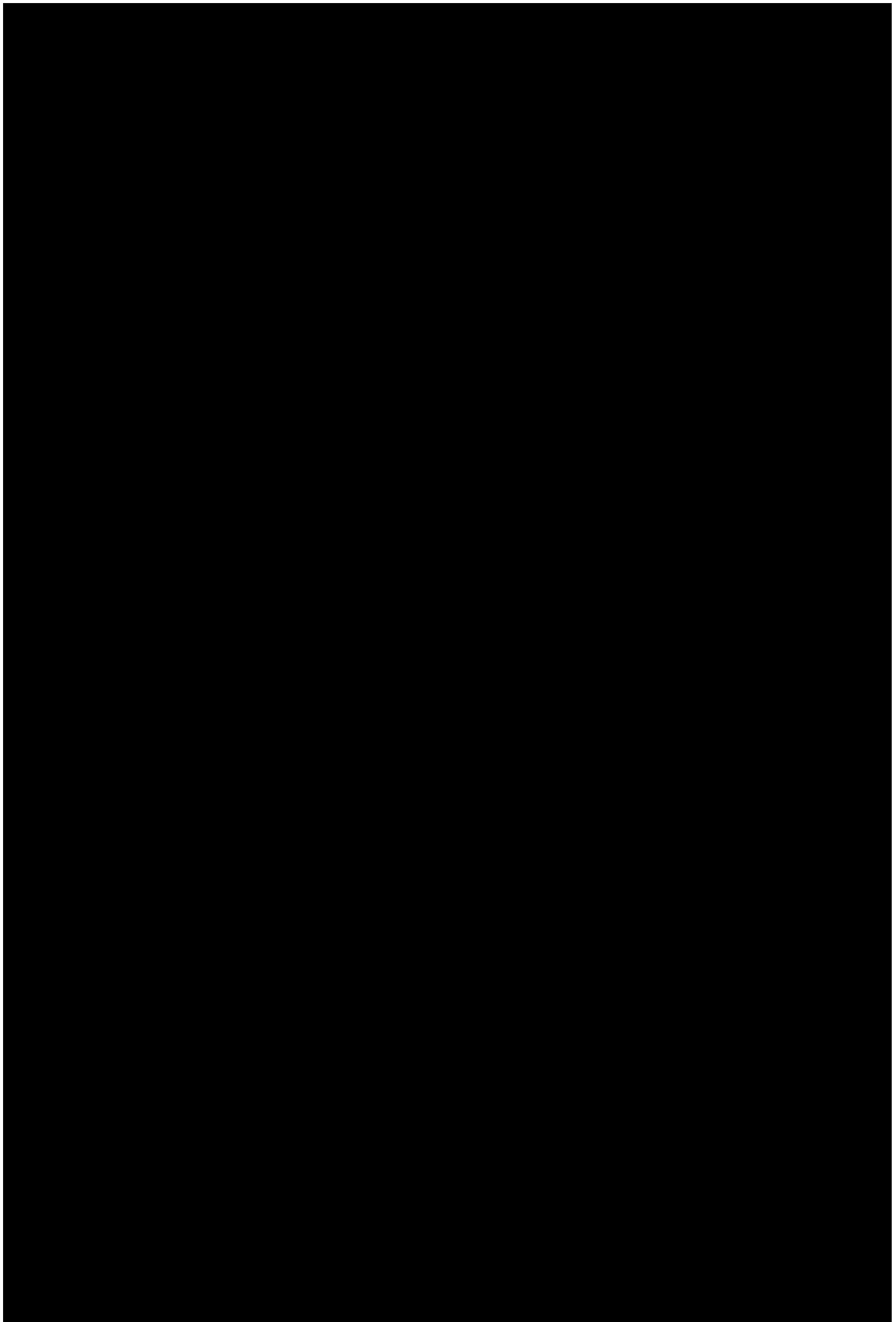
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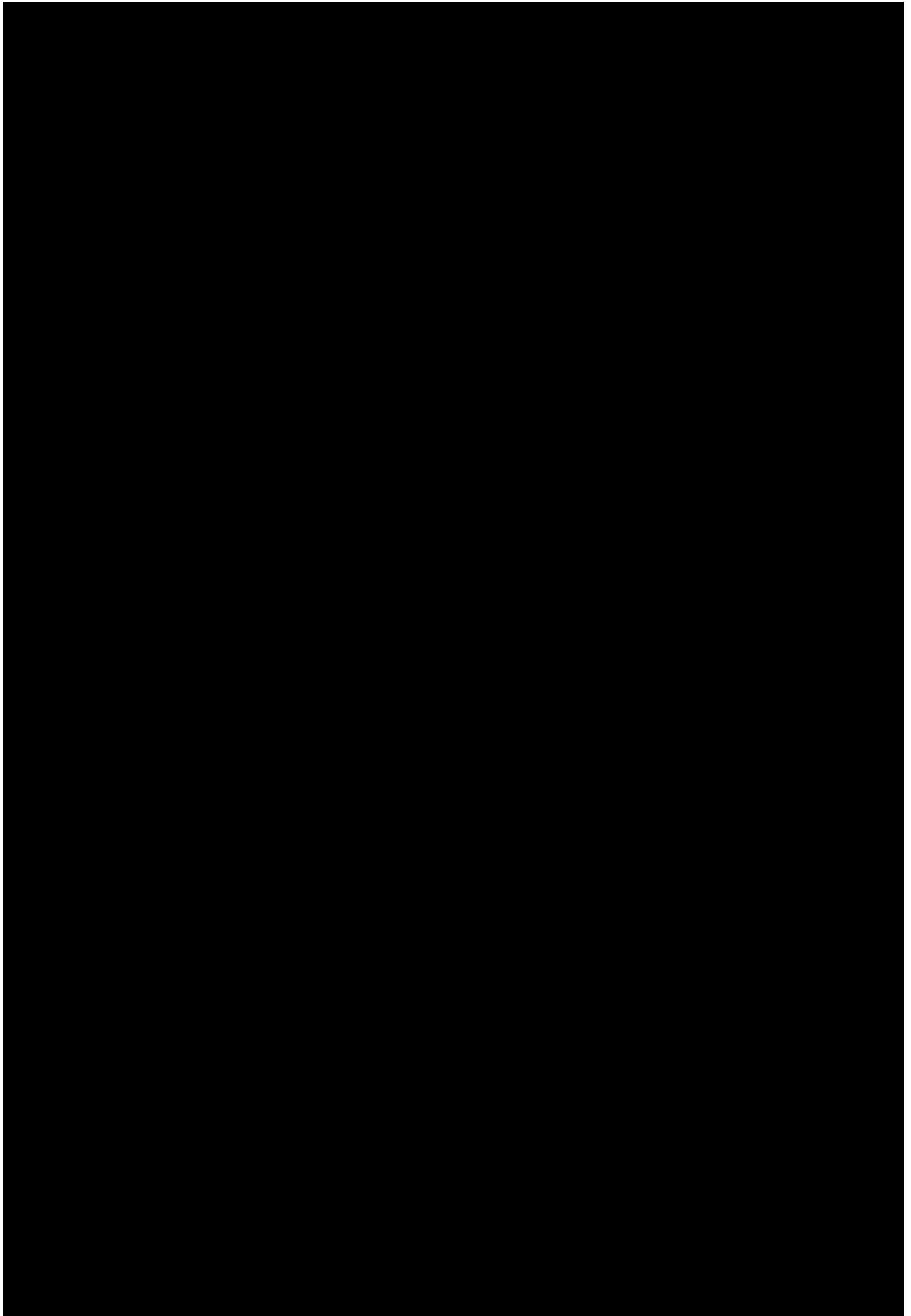
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SCHEDULE 9 - Insurance











SCHEDULE 10 – Data Protection



ECM_193 -
220120_Data_Process

<p>Auftragsverarbeitung gemäß Art. 28 Datenschutz-Grundverordnung (DSGVO)</p>	<p>Data processing according to Art. 28 General Data Protection Regulation (GDPR)</p>
<p>Vertrag zwischen den Parteien</p>	<p>Contract between the parties</p>
<p>Ofcom Riverside House, 2a Southwark Bridge Road</p>	<p>Ofcom Riverside House, 2a Southwark Bridge Road</p>
<p>London SE1 9HA United Kingdom</p>	<p>London SE1 9HA United Kingdom</p>
<p>– nachstehend Auftraggeber genannt – und</p>	<p>– hereinafter referred to as the Controller – and</p>
<p>LS telcom AG Im Gewerbegebiet 31 – 33</p>	<p>LS telcom AG Im Gewerbegebiet 31 - 33</p>
<p>77839 Lichtenau DEUTSCHLAND</p>	<p>77839 Lichtenau GERMANY</p>
<p>– nachstehend Auftragnehmer genannt – 20.01.2022</p>	<p>– hereinafter referred to as the Processor – 20.01.2022</p>
<p><small>The German version is for information purposes only. The English version is binding.</small></p>	



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<p>Präambel</p> <p>Die Parteien haben am 09.05.2006 (in der geänderten und neu gestarteten Fassung vom 05.02.2007) einen Vertrag über Software Wartung (nachfolgend Leistungsvereinbarung) geschlossen.</p> <p>Diese Vereinbarung ersetzt eine eventuell bestehende Vereinbarung zur Auftragsvereinbarung nach § 11 BDSG a.F.</p>	<p>Preamble</p> <p>The Parties have concluded on a Software Maintenance Agreement (hereinafter referred to as the Service Agreement) on 09.05.2006 (as amended and restarted on 5 February 2007).</p> <p>This agreement replaces any existing agreements on the commissioning agreement pursuant to Section 11 BDSG old version.</p>
<p>1. Gegenstand und Dauer des Auftrags</p> <p>1.1. Gegenstand des Auftrags</p> <p>(1) Dieser Vertrag konkretisiert die datenschutzrechtlichen Verpflichtungen der Vertragsparteien (Art. 28 DSGVO), die sich aus den jeweiligen Beauftragungen der bestehenden Geschäftsbeziehungen ergeben. Sie finden auf alle Tätigkeiten, bei denen der Auftragnehmer, dessen Mitarbeiter oder sonstige durch den Auftragnehmer beauftragte Dritte mit personenbezogenen Daten des Auftraggebers in Berührung kommen könnten, Anwendung.</p> <p>(2) Die vertraglich vereinbarte Dienstleistung (bezugnehmend auf den Software Wartungsvertrag) wird ausschließlich in einem Mitgliedsstaat der Europäischen Union oder in einem Vertragsstaat des Abkommens über den Europäischen Wirtschaftsraum erbracht. Jede Verlagerung der Dienstleistung oder von Teildienstleistungen in ein Drittland bedarf der vorherigen Zustimmung des Auftraggebers und darf nur erfolgen, wenn die besonderen Voraussetzungen des Art. 44 ff. DSGVO erfüllt sind (z. B. Angemessenheitsbeschluss der Kommission oder andere geeignete Garantien).</p> <p>(3) Der Auftrag betrifft die Durchführung von IT-</p>	<p>1. Subject and duration of the contract</p> <p>1.1. Subject of the contract</p> <p>(1) This contract specifies the obligations of the contracting parties under the data protection law (Art. 28 GDPR), which result from the respective assignments of the existing business relationships. They apply to all activities in which the Processor, its employees or other third parties commissioned by the Processor may have access to personal data of the Controller.</p> <p>(2) The contractually agreed service (referring to the Software Maintenance Agreement) shall be provided exclusively in a Member State of the European Union or in a contracting state of the Agreement in the European Economic Area. Any relocation of the service or partial services to a third country requires the prior consent of the Controller and may only take place if the special requirements of Art. 44 et seqq. GDPR are fulfilled (e.g. adequacy decision of the Commission or other appropriate guarantees).</p> <p>(3) The contract concerns the performance of IT-</p>

<p>Dienstleistungen, insbesondere Wartung von Hardware und Software durch den Auftragnehmer.</p> <p>(4) Gegenstand des Vertrages ist nicht die originäre Nutzung oder Verarbeitung von personenbezogenen Daten durch den Auftragnehmer. Im Zuge der Leistungserbringung des Auftragnehmers als zentraler IT-Dienstleister im Bereich der Leistungserbringung, des Supports bzw. der Administration von Systemen des Auftraggebers, kann ein Zugriff auf personenbezogene Daten jedoch nicht ausgeschlossen werden.</p> <p>1.2. Dauer des Auftrags</p> <p>(1) Der Vertrag beginnt mit Unterzeichnung. Die Laufzeit des Vertrages richtet sich nach der Dauer der Erbringung von Dienstleistungen des Auftragnehmers an den Auftraggeber.</p> <p>(2) Der Auftraggeber kann die Leistungsvereinbarung und diesen Vertrag jederzeit ohne Einhaltung einer Frist kündigen, wenn ein schwerwiegender Verstoß des Auftragnehmers gegen Datenschutzvorschriften oder die Bestimmungen dieses Vertrages vorliegt, der Auftragnehmer eine Weisung des Auftraggebers nicht ausführen kann oder will oder der Auftragnehmer Kontrollrechte des Auftraggebers vertragswidrig verweigert. Insbesondere die Nichteinhaltung der in diesem Vertrag vereinbarten und aus Art. 28 DSGVO abgeleiteten Pflichten stellt einen solchen schweren Verstoß dar, der zur Kündigung berechtigt.</p> <p>(3) Bei unerheblichen Verstößen setzt der Auftraggeber dem Auftragnehmer eine angemessene Frist zur Abhilfe. Erfolgt die Abhilfe nicht oder nicht rechtzeitig, so ist der Auftraggeber zur fristlosen Kündigung berechtigt.</p>	<p>services, in particular maintenance of hardware and software by the Processor.</p> <p>(4) The subject of the contract is not the original use or processing of personal data by the Processor. However, in the course of the Processor's provision of services as a central IT service provider in the area of service provision, support or administration of the Controller's systems, access to personal data cannot be excluded.</p> <p>1.2. Duration of the contract</p> <p>(1) The contract shall commence upon signature. The term of the contract shall be determined by the duration of the Processor's provision of services to the Controller.</p> <p>(2) The Controller may terminate the Service Agreement and this contract at any time without notice if there is a serious breach by the Processor of data protection provisions or the provisions of this contract, if the Processor cannot or will not carry out an instruction of the Controller, or if the Processor refuses monitoring rights of the Controller in breach of the contract. In particular, non-compliance with the obligations agreed in this contract and derived from Art. 28 GDPR constitutes such a serious breach, which entitles the Controller to terminate the contract.</p> <p>(3) In the event of insignificant violations, the Controller shall set a reasonable deadline for the Processor for remedial action. If the remedy is not provided or not provided in time, the Controller shall be entitled to terminate the contract without notice.</p>
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<p>2. Konkretisierung des Auftragsinhalts</p> <p>Für die Beurteilung der Zulässigkeit der Verarbeitung (Art. 6 Abs. 1 DSGVO) sowie für den Zweck der Verarbeitung ist der Auftraggeber allein verantwortlich.</p> <p>(1) Art und Zweck der Verarbeitung sind:</p> <ul style="list-style-type: none"> • Wartung und Pflege des Spectrum Management Systems • Dienstleistungen und Support auf Auftragsbasis • Second-Level-Support <p>(2) Folgende Arten von personenbezogenen Daten können von der Verarbeitung betroffen sein:</p> <ul style="list-style-type: none"> • IP-Adressen • Analysedaten • Vertragsabrechnungs- und Zahlungsdaten • Namen und Adressdaten • Kommunikationsdaten (z. B. Telefon, E-Mail) • Planungs- und Steuerungsdaten • Auskunftsangaben (von Dritten, z. B. Auskunfteien oder aus öffentlichen Verzeichnissen) <p>(3) Folgende Kategorien von Personen können von der Verarbeitung betroffen sein:</p> <ul style="list-style-type: none"> • Kunden • Anwender/Nutzer • Beschäftigte • Geschäftspartner des Geschäftspartners/Mandanten • Ansprechpartner 	<p>2. Specification of the order content</p> <p>The Controller is solely responsible for assessing the permissibility of the processing (Art. 6 (1) DSGVO) and the purpose of the processing.</p> <p>(1) The nature and purpose of the processing are:</p> <ul style="list-style-type: none"> • Maintenance and Updates of the Spectrum Management System • Services and support on a contract basis • Second-level support <p>(2) The following types of personal data may be affected by the processing:</p> <ul style="list-style-type: none"> • IP addresses • Analysis data • Contract billing and payment data • Name and Address data • Communication data (e.g. telephone, e-mail) • Planning and control data • Information (from third parties, e.g. credit agencies or public directories) <p>(3) The following categories of persons may be concerned by the processing:</p> <ul style="list-style-type: none"> • Customers • Users • Employees • The customers, business partner, customers and clients • Contact persons
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<p>3. Weisungsrecht des Auftraggebers</p> <p>(1) Der Auftragnehmer verarbeitet personenbezogene Daten nur im Auftrag und gemäß den dokumentierten Anweisungen des Auftraggebers.</p> <p>(2) Eine andere Verarbeitung durch den Auftragnehmer ist zulässig, sofern der Auftragnehmer durch das Recht der Union oder eines Mitgliedstaates, dem der Auftragnehmer unterliegt, hierzu verpflichtet ist. In einem solchen Fall teilt der Auftragnehmer dem Auftraggeber diese rechtlichen Anforderungen vor der Verarbeitung mit, sofern das betreffende Recht eine solche Mitteilung nicht wegen eines wichtigen öffentlichen Interesses verbietet.</p> <p>(3) Änderungen des Verarbeitungsgegenstandes und Verfahrensänderungen sind gemeinsam zwischen Auftraggeber und Auftragnehmer abzustimmen und zu dokumentieren.</p> <p>(4) Der Auftraggeber erteilt alle Aufträge, Teilaufträge und Weisungen in der Regel schriftlich oder in Textform. Mündliche Weisungen sind durch den Auftraggeber unverzüglich schriftlich oder in Textform zu bestätigen.</p> <p>(5) Der Auftragnehmer informiert den Auftraggeber unverzüglich, falls er der Auffassung ist, dass eine Weisung gegen datenschutzrechtliche Bestimmungen der Union oder des einschlägigen Mitgliedstaates verstößt. Die Weisung entfaltet bis zur Entscheidung des Auftraggebers hierüber keine Wirkung.</p> <p>(6) Weisungsberechtigte des Auftraggebers sind:</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] <p>(7) Weisungsempfänger des Auftragnehmers sind:</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] 	<p>3. Right of instruction of the Controller</p> <p>(1) The Processor shall process personal data only on behalf of and in accordance with the documented instructions of the Controller.</p> <p>(2) Other processing by the Processor shall be permitted if the Processor is required to do so by the law of the European Union or of a Member State to which the Processor is subject to. In such case, the Processor shall notify the Controller of those legal requirements prior to processing, unless the law concerned prohibits such notification on grounds of important public interest.</p> <p>(3) Changes to the object of processing and process changes shall be jointly agreed on and documented between the Controller and the Processor.</p> <p>(4) As a rule, the Controller shall issue all orders, partial orders and instructions in writing or in text form. Verbal instructions shall be confirmed by the Controller in writing or text form without delay.</p> <p>(5) The Processor shall inform the Controller without delay if it is of the opinion that an instruction violates data protection provisions of the European Union or the relevant Member State. The instruction shall have no effect until the Controller has made a decision in this respect.</p> <p>(6) The persons authorized to issue instructions to the Processor are:</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] <p>(7) Recipients of the Processor's instructions are:</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED]
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<ul style="list-style-type: none"> ● [REDACTED] ● [REDACTED] <p>(8) Bei einem Wechsel oder einer längerfristigen Verhinderung der Ansprechpartner sind dem Vertragspartner unverzüglich und grundsätzlich schriftlich die Nachfolger bzw. Vertreter mitzuteilen.</p>	<ul style="list-style-type: none"> ● [REDACTED] ● [REDACTED] <p>(8) In the event of a change or long-term prevention of the contact persons, the contracting partner shall be informed immediately and in writing of the successors or representatives.</p>
<p>4. Pflichten des Auftragnehmers</p> <p>4.1. Vertraulichkeit</p> <p>(1) Der Auftragnehmer verwendet die zur Verarbeitung überlassenen personenbezogenen Daten für keine anderen, insbesondere nicht für eigene Zwecke. Kopien oder Duplikate der personenbezogenen Daten werden ohne Wissen des Auftraggebers nicht erstellt. Hiervon ausgenommen sind Sicherheitskopien, soweit sie zur Gewährleistung einer ordnungsgemäßen Datenverarbeitung erforderlich sind, sowie Daten, die im Hinblick auf die Einhaltung gesetzlicher Aufbewahrungspflichten erforderlich sind.</p> <p>(2) Der Auftragnehmer sichert im Bereich der auftragsgemäßen Verarbeitung von personenbezogenen Daten die vertragsgemäße Abwicklung aller vereinbarten Maßnahmen zu. Er sichert zu, dass die für den Auftraggeber verarbeiteten Daten von sonstigen Datenbeständen strikt getrennt werden.</p> <p>(3) Der Auftragnehmer hat die erforderlichen technischen und organisatorischen Maßnahmen wie in Ziffer 7 dieses Vertrages beschrieben einzuhalten.</p> <p>(4) Der Auftragnehmer verpflichtet sich, bei der auftragsgemäßen Verarbeitung der personenbezogenen Daten des Auftraggebers die Vertraulichkeit und Integrität zu wahren. Die Vertraulichkeit besteht auch nach Beendigung des Vertrages fort.</p> <p>(5) Der Auftragnehmer sichert zu, dass er mit der</p>	<p>4. Duties of the Processor</p> <p>4.1. Confidentiality</p> <p>(1) The Processor shall not use the personal data provided for processing for any other purposes, in particular not for its own purposes. Copies or duplicates of the personal data shall not be made without the Controller's knowledge. Excluded are backup copies necessary to ensure proper data processing, as well as data required to meet compliance of statutory retention obligations.</p> <p>(2) In the area of the processing of personal data in accordance with the order, the Processor shall assure that all agreed measures are carried out in accordance with the contract. The Processor assures that the data processed for the Controller are strictly separated from other data files.</p> <p>(3) The Processor shall comply with the necessary technical and organizational measures as described in clause 7 of this contract.</p> <p>(4) The Processor undertakes to maintain confidentiality and integrity when processing the Controller's personal data in accordance with the contract. Confidentiality shall continue to exist after termination of the contract.</p> <p>(5) The Processor shall ensure that it familiarizes</p>

<p>Durchführung der Arbeiten betraute Mitarbeiter und Dritte vor Aufnahme der Tätigkeit mit den für sie maßgebenden Bestimmungen des Datenschutzes vertraut macht und für die Zeit ihrer Tätigkeit wie auch nach Beendigung des Beschäftigungsverhältnisses/Vertragsverhältnisses in geeigneter Weise zur Vertraulichkeit verpflichtet (Art. 28 Abs. 3 lit. b) DSGVO). Der Auftragnehmer überwacht die Einhaltung der datenschutzrechtlichen Vorschriften in seinem Betrieb.</p>	<p>employees and third parties entrusted with the performance of the work with the provisions of data protection applicable to them prior to commencement of their activity and that it commits them to confidentiality in an appropriate manner for the duration of their activity as well as after termination of the employment/contractual relationship (Art. 28 (3) lit. b) GDPR). The Processor shall monitor compliance with the data protection regulations in its company.</p>
<p>4.2. Integrität</p>	<p>4.2. Integrity</p>
<p>(1) Benennung eines Datenschutzbeauftragten und/oder eines Vertreters</p> <p>Der Auftragnehmer hat als Datenschutzbeauftragten benannt:</p>	<p>(1) Appointment of a data protection officer and/or a representative</p> <p>The Processor has appointed as Data Protection Officer:</p>
<p>DDI-Deutsches Datenschutz Institut GmbH Hessenring 71 61348 Bad Homburg +49 (0) 6172 5951220</p>	<p>DDI-Deutsches Datenschutz Institut GmbH Hessenring 71 61348 Bad Homburg +49 (0) 6172 5951220</p>
<p>Ein Wechsel des Datenschutzbeauftragten ist dem Auftraggeber unverzüglich mitzuteilen.</p>	<p>The Controller shall be informed immediately of any change of the Data Protection Officer.</p>
<p>(2) Der Auftragnehmer bestätigt, dass ihm die für die Auftragsverarbeitung einschlägigen datenschutzrechtlichen Vorschriften der DSGVO bekannt sind und verpflichtet sich, diese einzuhalten.</p>	<p>(2) The Processor confirms that it is aware of the data protection regulations of the GDPR relevant to the commissioned processing and undertakes to comply with them.</p>
<p>(3) Der Auftragnehmer unterstützt den Auftraggeber im Rahmen seiner Möglichkeiten bei der Erstellung der Verzeichnisse von Verarbeitungstätigkeiten sowie der Einhaltung der in Art. 32 bis 36 DSGVO genannten Pflichten.</p>	<p>(3) The Processor shall support the Controller within the scope of its possibilities in drawing up the lists of processing activities as well as in complying with the obligations set out in Articles 32 to 36 of the GDPR.</p>
<p>(4) Der Auftragnehmer verpflichtet sich, den Auftraggeber über den Ausschluss von genehmigten Verhaltensregeln nach Art. 41 Abs. 4 DSGVO oder den</p>	<p>(4) The Processor undertakes to inform the Controller without undue delay of the exclusion of approved codes of conduct pursuant to Article 41 (4) of the</p>



<p>Widerruf einer Zertifizierung nach Art. 42 Abs. 7 DSGVO unverzüglich zu informieren.</p>	<p>GDPR or the revocation of a certification pursuant to Article 42 (7) of the GDPR.</p>
<p>4.3. Mitteilungspflichten bei Anfragen betroffener Personen</p> <p>(1) Der Auftragnehmer unterstützt den Auftraggeber im Rahmen seiner Möglichkeiten bei der Erfüllung der Anfragen und Ansprüche betroffener Personen gemäß Kapitel III der DSGVO, sowie zur Abwehr eines etwaigen Schadensersatzanspruchs einer betroffenen Person gemäß Art. 82 DSGVO.</p> <p>(2) Der Auftragnehmer darf Auskünfte über personenbezogene Daten nur nach vorheriger Weisung oder vorheriger Zustimmung durch den Auftraggeber an Dritte oder den Betroffenen erteilen. Wendet sich eine betroffene Person im Rahmen ihrer Rechte nach Kapitel III der DSGVO oder bezüglich eines Schadensersatzanspruchs aus Art. 82 DSGVO an den Auftragnehmer, wird der Auftragnehmer die betroffene Person an den Auftraggeber verweisen und den Antrag der betroffenen Person unverzüglich an den Auftraggeber weiterleiten. Hat der Auftragnehmer den Antrag der betroffenen Person unverzüglich an den Auftraggeber weitergeleitet, so haftet der Auftragnehmer nicht, wenn das Ersuchen der betroffenen Person vom Auftraggeber nicht, nicht richtig oder nicht fristgerecht beantwortet wird.</p> <p>(3) Der Auftragnehmer hat personenbezogene Daten aus dem Auftragsverhältnis zu berichtigen, zu löschen oder deren Verarbeitung einzuschränken, wenn der Auftraggeber dies mittels einer Weisung verlangt und berechtigte Interessen des Auftragnehmers dem nicht entgegenstehen. Ist eine datenschutzkonforme Berichtigung, Einschränkung oder Löschung nicht möglich, hat der Auftragnehmer die datenschutzkonforme Vernichtung der Datenträger und sonstigen Materialien auf Grund einer Weisung gemäß</p>	<p>4.3. Notification obligations in the case of requests from data subjects</p> <p>(1) The Processor shall support the Controller within the scope of its possibilities in fulfilling the requests and claims of data subjects pursuant to Chapter III of the GDPR, as well as in defending any claim for damages of a data subject pursuant to Art. 82 of the GDPR.</p> <p>(2) The Processor may only provide information on personal data to third parties or the data subject after prior instruction or prior consent from the Controller. If a data subject approaches the Processor within the scope of its rights under Chapter III of the GDPR or with regard to a claim for damages under Article 82 GDPR, the Processor shall refer the data subject to the Controller and forward the data subject's request to the Controller without undue delay. If the Processor has forwarded the data subject's request to the Controller without undue delay, the Processor shall not be liable if the data subject's request is not answered by the Controller, if it is not answered correctly or is not answered in due time.</p> <p>(3) The Processor shall correct, erase or restrict the processing of personal data from the contractual relationship if the Controller requests this by means of an instruction and the legitimate interests of the Processor do not conflict with this request. If a correction, restriction or erasure in conformity with data protection is not possible, the Processor shall ensure the destruction of the data carriers and other materials in conformity with data protection on the basis of an instruction by the Controller in accordance</p>

<p>Ziffer 3 dieses Vertrages durch den Auftraggeber sicherzustellen oder gibt diese an den Auftraggeber zurück.</p>	<p>with clause 3 of this contract or return them to the Controller.</p>
<p>4.4. Mitteilungspflichten bei Kontrollhandlungen von Behörden</p>	<p>4.4. Notification obligations in the case of control actions by authorities</p>
<p>(1) Der Auftragnehmer informiert den Auftraggeber unverzüglich über Kontrollhandlungen und Maßnahmen der Aufsichtsbehörde, soweit sie sich auf den Auftragsgegenstand beziehen. Dies gilt auch, soweit eine zuständige Behörde im Rahmen eines Ordnungswidrigkeits- oder Strafverfahrens in Bezug auf die generelle Verarbeitung personenbezogener Daten bei der Auftragsverarbeitung beim Auftragnehmer ermittelt.</p>	<p>(1) The Processor shall inform the Controller without delay about control actions and measures of the supervisory authority insofar as they relate to the subject matter of the contract. This shall also apply should a competent authority investigate an administrative offence or criminal proceedings related to the general processing of personal data during the commissioned processing by the Processor.</p>
<p>(2) Soweit der Auftraggeber seinerseits einer Kontrolle der Aufsichtsbehörde, einem Ordnungswidrigkeits- oder Strafverfahren, dem Haftungsanspruch einer betroffenen Person oder eines Dritten oder einem anderen Anspruch im Zusammenhang mit der Auftragsverarbeitung beim Auftragnehmer ausgesetzt ist, hat ihn der Auftragnehmer nach besten Kräften zu unterstützen.</p>	<p>(2) Should the Controller be subject to an investigation by the supervisory authority, administrative offence, criminal proceedings, the liability claim of a data subject or a third party or any other claim in connection with the commissioned processing by the Processor, the Processor shall support it to the best of its ability.</p>
<p>(3) Der Auftragnehmer informiert den Auftraggeber unverzüglich über eine Anfrage auf Datenzugriff durch Behörden, der die Daten des Auftraggebers betrifft (z. B. US-Cloud-Act). Der Auftragnehmer muss sicherstellen, rechtzeitig gegen diesen Zugriff einen Widerspruch einzulegen, wenn der Auftraggeber das wünscht.</p>	<p>(3) The Processor shall inform the Controller without delay of a request for data access by authorities that affects the Controller's data (e.g. US Cloud Act). The Processor shall ensure an objection is filed against this access in due time if the Controller so desires.</p>
<p>4.5. Mitteilungspflichten bei Störungen/Datenschutzverletzungen</p>	<p>4.5. Notification obligations in the event of disruptions/data protection breaches</p>
<p>(1) Der Auftragnehmer teilt dem Auftraggeber unverzüglich Störungen sowie Verstöße des Auftragnehmers, der bei ihm beschäftigten Personen oder etwaiger Unterauftragnehmer gegen</p>	<p>(1) The Processor shall notify the Controller without undue delay of any disruptions or breaches by the Processor, the persons employed by the Processor or any subProcessors against provisions of data</p>

<p>datenschutzrechtliche Bestimmungen oder die im Auftrag getroffenen Festlegungen sowie den Verdacht auf Datenschutzverletzungen oder Unregelmäßigkeiten bei der Verarbeitung personenbezogener Daten mit. Dies gilt vor allem auch im Hinblick auf eventuelle Melde- und Benachrichtigungspflichten des Auftraggebers nach Art. 33, 34 DSGVO.</p> <p>(2) Meldungen nach Art. 33 oder Art. 34 DSGVO im Verantwortungsbereich des Auftraggebers darf der Auftragnehmer nur nach vorheriger Weisung gemäß Ziffer 3 dieses Vertrages durchführen.</p> <p>(3) Sollten die Daten des Auftraggebers beim Auftragnehmer durch Pfändung oder Beschlagnahme, durch ein Insolvenz- oder Vergleichsverfahren oder durch sonstige Ereignisse oder Maßnahmen Dritter gefährdet werden, so hat der Auftragnehmer den Auftraggeber unverzüglich darüber zu informieren. Der Auftragnehmer wird alle in diesem Zusammenhang Verantwortlichen unverzüglich darüber informieren, dass die Hoheit und das Eigentum an den Daten ausschließlich bei dem Auftraggeber als Verantwortlichen der Verarbeitung liegen.</p>	<p>protection law or the stipulations made in the order as well as of any suspected data protection breaches or irregularities in the processing of personal data. This also applies in particular with regard to any reporting and notification obligations of the Controller pursuant to Art. 33, 34 GDPR.</p> <p>(2) Notifications pursuant to Art. 33 or Art. 34 GDPR in the Controller's area of responsibility may only be carried out by the Processor after prior instruction in accordance with clause 3 of this contract.</p> <p>(3) Should the Controller's data at the Processor be endangered by attachment or seizure, by insolvency or composition proceedings or by other events or measures of third parties, the Processor shall inform the Controller thereof without delay. The Processor shall immediately inform all persons responsible in this context that the sovereignty and ownership of the data lies exclusively with the Controller as the person responsible for the processing.</p>
<p>4.6. Form der Information des Auftraggebers durch den Auftragnehmer</p> <p>Kommt der Auftragnehmer seinen sich aus diesem Vertrag gegenüber dem Auftraggeber ergebenden Informationspflichten zunächst auf mündlichem Wege nach, so sind sie diese Informationen dem Auftraggeber anschließend unverzüglich schriftlich oder in Textform durch den Auftragnehmer zu bestätigen.</p>	<p>4.6. Form of information of the Controller by the Processor</p> <p>If the Processor initially fulfills its information obligations to the Controller arising from this contract by verbal means, this information shall then be confirmed by the Processor to the Controller in writing or in text form without delay.</p>
<p>5. Pflichten des Auftraggebers</p> <p>(1) Der Auftraggeber hat den Auftragnehmer unverzüglich und vollständig zu informieren, wenn er in</p>	<p>5. Obligations of the Controller</p> <p>(1) The Controller shall inform the Processor immediately and fully if it discovers errors or</p>

<p>den Auftragsergebnissen Fehler oder Unregelmäßigkeiten bzgl. der Einhaltung datenschutzrechtlicher Bestimmungen feststellt.</p> <p>(2) Im Falle einer Inanspruchnahme des Auftragnehmers durch eine betroffene Person hinsichtlich etwaiger Ansprüche nach Art. 82 DSGVO gilt Ziffer 4.3 Abs. 1 dieses Vertrags entsprechend.</p> <p>(3) Benennung eines Datenschutzbeauftragten und/oder eines Vertreters</p> <p><input checked="" type="checkbox"/> Der Auftraggeber hat seinen Sitz außerhalb der Union. Vertreter gemäß Art. 27 Abs. 1 DSGVO ist: [REDACTED] [REDACTED] [REDACTED] (Name, Vorname, E-Mail/Telefon) Ein Wechsel des Vertreters ist dem Auftragnehmer unverzüglich mitzuteilen.</p>	<p>irregularities in the order results with regard to compliance with data protection provisions.</p> <p>(2) In the event of a claim being made against the Processor by a data subject in respect of any claims under Article 82 GDPR, clause 4.3 (1) of this contract shall apply accordingly.</p> <p>(3) Appointment of a Data Protection Officer and/or a representative</p> <p><input checked="" type="checkbox"/> The Controller's registered office is located outside of the European Union. The representative pursuant to Article 27(1) of the GDPR is: [REDACTED] [REDACTED] [REDACTED] The Processor shall be informed immediately of any change of representative.</p>
<p>6. Kontrollrechte des Auftraggebers</p> <p>(1) Der Auftragnehmer stellt sicher, dass sich der Auftraggeber im Rahmen des Vertrages von der Einhaltung der Pflichten des Auftragnehmers nach Art. 28 DSGVO überzeugen kann. Der Auftragnehmer verpflichtet sich, dem Auftraggeber auf Anforderung die erforderlichen Auskünfte, insbesondere die aktuellen technischen und organisatorischen Maßnahmen, zu erteilen und/oder Nachweise in Bezug auf die Umsetzung der Vorgaben zur Verfügung zu stellen. Der Nachweis solcher Maßnahmen kann unter anderem durch aktuelle Testate, Berichte oder Berichtsauszüge unabhängiger Instanzen (z. B. Wirtschaftsprüfer, Auditoren), sowie durch geeignete Zertifizierungen erfolgen.</p> <p>(2) Der Auftraggeber ist berechtigt, die Einhaltung der</p>	<p>6. Control rights of the Controller</p> <p>(1) The Processor shall ensure that the Controller can obtain verification within the scope of the contract that the Processor complies with its obligations pursuant to Art. 28 GDPR. The Processor undertakes to provide the Controller upon request with the necessary information, in particular the current technical and organizational measures, and/or to provide evidence related to the implementation of the requirements. The proof of such measures can be provided, among other things, by current test certificates, reports or report extracts from independent bodies (e.g. public auditors, auditors), as well as by suitable certifications.</p> <p>(2) The Controller shall be entitled to monitor</p>

<p>Vorschriften über Datenschutz und Datensicherheit sowie der vertraglichen Vereinbarungen im angemessenen und erforderlichen Umfang selbst oder durch vom Auftraggeber beauftragte Dritte zu kontrollieren, insbesondere durch die Einholung von Auskünften und die Einsichtnahme in die gespeicherten Daten und die Datenverarbeitungsprogramme sowie durch Überprüfungen und Inspektionen vor Ort (Art. 28 Abs. 3 lit. h) DSGVO).</p>	<p>compliance with the provisions on data protection and data security as well as the contractual agreements to a reasonable and necessary extent by itself or through third parties commissioned by the Controller, in particular by obtaining information and inspecting the stored data and the data processing programmes as well as through on-site reviews and inspections (Art. 28 (3) lit. h) GDPR).</p>
<p>(3) Inspektionen durch den Auftraggeber oder einen von diesem beauftragten Prüfer werden zu den üblichen Geschäftszeiten ohne wesentliche Störung des Betriebsablaufs nach Anmeldung unter Berücksichtigung einer angemessenen Vorlaufzeit von 2/3 Wochen durchgeführt. Der Auftraggeber sichert zu, dass die zur Überprüfung beauftragte Person zur Verschwiegenheit verpflichtet ist, insbesondere auch in Bezug auf etwaige Daten anderer Kunden und der eingerichteten technischen und organisatorischen Maßnahmen beim Auftragnehmer. Sollte der durch den Auftragnehmer beauftragte Prüfer in einem Wettbewerbsverhältnis zu dem Auftragnehmer stehen, hat der Auftragnehmer gegen diesen ein Einspruchsrecht.</p>	<p>(3) Inspections by the Controller or an inspector commissioned by the Controller shall be carried out during normal business hours without significant disruption of the operating process after notification, taking into account a reasonable lead time of 2/3 weeks. The Controller warrants that the person commissioned to carry out the inspection is obliged to maintain confidentiality, in particular also with regard to any data of other customers and the technical and organizational measures set up at the Processor. Should the auditor commissioned by the Controller be in a competitive relationship with the Processor, the Processor shall have a right of objection against the auditor.</p>
<p>Liegen konkrete Anhaltspunkte für eine Nichteinhaltung der in diesem Vertrag vereinbarten Grundsätze seitens des Auftragnehmers vor, ist der Auftraggeber berechtigt, ohne Einhaltung einer Anmeldefrist eine Kontrolle durchzuführen. Im Übrigen gelten die Vorschriften dieser Ziffer.</p>	<p>If there are concrete indications of non-compliance with the principles agreed in this contract on the part of the Processor, the Controller shall be entitled to carry out an inspection without observing a notification period. In all other respects, the provisions of this clause shall apply.</p>
<p>(4) Der Auftraggeber stimmt der Benennung eines unabhängigen externen Prüfers durch den Auftragnehmer zu, sofern der Auftragnehmer eine Kopie des Auditberichts zur Verfügung stellt und der Auditor nachweislich über das notwendige Maß an Sachkunde und Objektivität verfügt.</p>	<p>(4) The Controller shall agree to the appointment of an independent external auditor by the Processor, provided that the Processor makes a copy of the audit report available and the auditor demonstrably has the necessary level of expertise and objectivity.</p>
<p>(5) Sollte eine Datenschutzaufsichtsbehörde oder eine</p>	<p>(5) Should a data protection supervisory authority or</p>

<p>sonstige hoheitliche Aufsichtsbehörde, die für den Auftraggeber zuständig ist, eine Inspektion vornehmen, gilt grundsätzlich Ziffer 4.4 dieses Vertrages entsprechend. Eine Unterzeichnung einer Verschwiegenheitserklärung ist nicht erforderlich, wenn die Behörde einer berufsrechtlichen oder gesetzlichen Verschwiegenheit unterliegt, bei der ein Verstoß nach dem Strafgesetzbuch strafbewehrt ist.</p>	<p>any other sovereign supervisory authority responsible for the Controller carry out an inspection, clause 4.4 of this contract shall apply accordingly as a matter of principle. A signing of a confidentiality agreement is not required if the authority is subject to professional or statutory confidentiality where a violation is punishable under the Criminal Code.</p>
<p>7. Technisch-organisatorische Maßnahmen (TOM)</p>	<p>7. Technical-organizational measures (TOM)</p>
<p>(1) Der Auftragnehmer hat die Umsetzung der im Vorfeld der Auftragsvergabe dargelegten und erforderlichen technischen und organisatorischen Maßnahmen vor Beginn der Verarbeitung, insbesondere hinsichtlich der konkreten Auftragsdurchführung, zu dokumentieren und dem Auftraggeber zur Prüfung zu übergeben.</p>	<p>(1) The Processor shall document the implementation of the technical and organizational measures set out and required in the run-up to the award of the contract before the start of the processing, in particular with regard to the specific execution of the contract, and shall hand them over to the Controller for inspection.</p>
<p>Mit Unterzeichnung dieses Vertrages werden die technischen und organisatorischen Maßnahmen [Anlage A] durch den Auftraggeber als für die Verarbeitung ausreichend akzeptiert und als Mindestmaß festgesetzt.</p>	<p>By signing this contract, the technical and organizational measures [Annex A] are accepted by the Controller as sufficient for the processing and are set as a minimum.</p>
<p>Der Auftraggeber trägt die Verantwortung dafür, dass diese für die Risiken der zu verarbeitenden Daten ein angemessenes Schutzniveau bieten. Soweit die Prüfung/ein Audit des Auftraggebers einen Anpassungsbedarf ergibt, so setzt er dem Auftragnehmer zur Anpassung eine angemessene Frist. Kommt der Auftragnehmer der Anpassung nicht innerhalb der Frist nach oder ist ihm die Anpassung nicht möglich, kann der Auftraggeber nach Ziffer 1.2 Abs. 2 dieses Vertrages fristlos kündigen.</p>	<p>The Controller shall be responsible for ensuring that they provide an adequate level of risk protection for the data to be processed. Insofar as the Controller's examination/audit reveals a need for adjustment, the Controller shall set the Processor a reasonable deadline for adjustment. If the Processor does not comply with the adjustment within the deadline or if the adjustment is not possible for the Processor, the Controller may terminate this contract without notice in accordance with clause 1.2 (2) of this contract.</p>
<p>(2) Der Auftragnehmer hat die Sicherheit gem. Art. 28 Abs. 3 lit. c), 32 DSGVO herzustellen. Insgesamt handelt es sich bei den zu treffenden Maßnahmen um Maßnahmen der Datensicherheit und Maßnahmen zur Gewährleistung eines dem Risiko angemessenen Schutzniveaus hinsichtlich der Vertraulichkeit, der</p>	<p>(2) The Processor shall establish security pursuant to Art. 28 (3) lit. c), 32 GDPR. Overall, the measures to be taken are data security measures and measures to ensure a level of protection appropriate to the risk with regard to confidentiality, integrity, availability and the resilience of the systems. In this context, the</p>



<p>Integrität, der Verfügbarkeit sowie der Belastbarkeit der Systeme. Dabei sind der Stand der Technik, die Implementierungskosten und die Art, der Umfang und die Zwecke der Verarbeitung sowie die unterschiedliche Eintrittswahrscheinlichkeit und Schwere des Risikos für die Rechte und Freiheiten natürlicher Personen im Sinne von Art. 32 Abs. 1 DSGVO zu berücksichtigen [Einzelheiten in Anlage A].</p>	<p>state of the art, the implementation costs and the nature, scope and purposes of the processing as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons within the meaning of Article 32 (1) GDPR shall be taken into account [details in Annex A].</p>
<p>(3) Die technischen und organisatorischen Maßnahmen unterliegen dem technischen Fortschritt und der Weiterentwicklung. Insoweit ist es dem Auftragnehmer gestattet, alternative adäquate Maßnahmen umzusetzen. Dabei darf das Sicherheitsniveau der festgelegten Maßnahmen nicht unterschritten werden. Wesentliche Änderungen sind zu dokumentieren und dem Auftraggeber mitzuteilen.</p>	<p>(3) The technical and organizational measures are subject to technical progress and further development. In this respect, the Processor is permitted to implement alternative adequate measures. In doing so, the security level of the specified measures must not be undercut. Significant changes shall be documented and communicated to the Controller.</p>
<p>(4) Der Auftragnehmer hat bei gegebenem Anlass, mindestens aber jährlich, eine Überprüfung, Bewertung und Evaluation der Wirksamkeit der technischen und organisatorischen Maßnahmen zur Gewährleistung der Sicherheit der Verarbeitung durchzuführen (Art. 32 Abs. 1 lit. d) DSGVO). Das Ergebnis der Kontrollen samt vollständigem Auditbericht ist auf Verlangen des Auftraggebers vorzuweisen. Die Nachweise haben wie in Abs. 1 zu erfolgen.</p>	<p>(4) The Processor shall carry out a review, assessment and evaluation of the effectiveness of the technical and organizational measures to ensure the security of the processing when there is cause to do so, but at least once a year (Art. 32 (1) lit. (d) GDPR). The result of the checks including the complete audit report must be presented at the request of the Controller. The evidence shall be provided as described in paragraph 1.</p>
<p>8. Unterauftragnehmer</p> <p>(1) Als Unterauftragsverhältnisse im Sinne dieser Regelung sind solche Dienstleistungen zu verstehen, die sich unmittelbar auf die Erbringung der Hauptleistung beziehen. Nicht hierzu gehören Nebenleistungen, die der Auftragnehmer z. B. als Telekommunikationsleistungen, Post-/Transportdienstleistungen in Anspruch nimmt. Der Auftragnehmer ist jedoch verpflichtet, zur Gewährleistung des Datenschutzes und der Datensicherheit der Daten des Auftraggebers auch bei ausgelagerten Nebenleistungen angemessene und</p>	<p>8. Subprocessor</p> <p>(1) Subcontracting relationships within the meaning of this regulation shall be understood as those services which directly relate to the provision of the main service. This does not include ancillary services which the Processor uses e.g. as telecommunications services, postal/transport services. However, the Processor is obliged to enter into appropriate and legally compliant contractual agreements as well as control measures to ensure data protection and data security of the Controller's data also in the case of outsourced ancillary services.</p>

<p>gesetzeskonforme vertragliche Vereinbarungen sowie Kontrollmaßnahmen zu ergreifen.</p>	
<p>(2) Eine Auslagerung auf Unterauftragnehmer oder ein Wechsel der bestehenden Unterauftragnehmer ist generell zulässig. Der Auftragnehmer informiert den Auftraggeber über jede beabsichtigte Änderung in Bezug auf die Hinzuziehung oder Ersetzung anderer Unterauftragnehmer. Der Auftraggeber hat das Recht innerhalb von zwei Wochen Einspruch gegen die Änderung zu erheben. Der Einspruch ist schriftlich zu begründen. Im Fall eines begründeten Einspruchs ist die Unterbeauftragung unzulässig. Eine Liste der aktuellen Unterauftragnehmer ist als Anlage B beigefügt. Mit deren Beauftragung erklärt sich der Auftraggeber einverstanden. Ein Einspruch wird hier nicht erhoben.</p>	<p>(2) Outsourcing to Subprocessors or a change of existing Subprocessors is generally permitted. The Processor shall inform the Controller of any intended change with regard to the involvement or replacement of other Subprocessors. The Controller has the right to object to the change within two weeks. The objection shall be justified in writing. In the event of a justified objection, the subcontracting shall be inadmissible. A list of the current Subprocessors is attached as Annex B. The Controller agrees to their commissioning. No objection is raised here.</p>
<p>(3) Der Auftragnehmer hat dafür Sorge zu tragen, dass er den Unterauftragnehmer unter besonderer Berücksichtigung der Eignung der von diesem getroffenen technischen und organisatorischen Maßnahmen im Sinne von Art. 32 DSGVO sorgfältig auswählt. Die relevanten Prüfunterlagen hierzu sind dem Auftraggeber auf Anfrage zur Verfügung zu stellen.</p>	<p>(3) The Processor shall ensure that they carefully select the Subprocessor, taking particular account of the suitability of the technical and organizational measures taken by the Subprocessor within the meaning of Article 32 of the GDPR. The relevant test documents in this regard shall be made available to the Controller upon request.</p>
<p>(4) Der Auftragnehmer hat vertraglich sicherzustellen, dass die vereinbarten Regelungen zwischen Auftraggeber und Auftragnehmer auch gegenüber Unterauftragnehmern gelten. In dem Vertrag mit dem Unterauftragnehmer sind die Angaben so konkret festzulegen, dass die Verantwortlichkeiten des Auftragnehmers und des Unterauftragnehmers deutlich voneinander abgegrenzt werden. Werden durch den Unterauftragnehmer weitere Unterauftragnehmer eingesetzt, so gilt dies auch für die Verantwortlichkeiten zwischen diesen Unterauftragnehmern.</p>	<p>(4) The Processor shall ensure by contract that the agreed regulations between the Controller and the Processor also apply to Subprocessors. The details shall be specified in the contract with the Subprocessor in such a way that the responsibilities of the Processor and the Subprocessor are clearly demarcated from each other. If further Subprocessors are used by the Subprocessor, this shall also apply to the responsibilities between these Subprocessors.</p>
<p>(5) Der Auftraggeber ist berechtigt, im Bedarfsfall angemessene Überprüfungen und Inspektionen, auch vor Ort bei den Unterauftragnehmern durchzuführen oder durch von ihm beauftragte Dritte durchführen zu</p>	<p>(5) The Controller shall be entitled to carry out appropriate checks and inspections, including on-site checks and inspections at the Subprocessors ' premises, or to have them carried out by third parties</p>

<p>lassen. Ziffer 6 Abs. 3 dieses Vertrages gilt entsprechend.</p> <p>(6) Ziffer 6 Abs. 4 und 5 dieses Vertrags gelten entsprechend.</p> <p>(7) Erbringt der Unterauftragnehmer die vereinbarte Leistung außerhalb der EU/des EWR, stellt der Auftragnehmer die datenschutzrechtliche Zulässigkeit durch entsprechende Maßnahmen sicher. Darüber hinaus ist ein gesonderter detaillierter Hinweis über die Drittlandübermittlung an den Auftraggeber zu erteilen.</p> <p>(8) Ein Vertrag mit einem Unterauftragnehmer muss schriftlich oder in einem dokumentierten elektronischen Format erfolgen (Art. 28 Abs. 4, 9 DSGVO).</p> <p>(9) Verletzt der Unterauftragnehmer seine aus diesem Vertrag resultierenden Datenschutzpflichten, so haftet hierfür der Auftragnehmer gegenüber dem Auftraggeber.</p>	<p>commissioned by the Controller, if necessary. Clause 6 (3) of this contract shall apply accordingly.</p> <p>(6) Clause 6 (4) and (5) of this Agreement shall apply accordingly.</p> <p>(7) If the Subprocessor provides the agreed service outside the EU/EEA, the Processor shall ensure the admissibility under data protection law by taking appropriate measures. In addition, a separate detailed notice about the third country transfer shall be provided to the Controller.</p> <p>(8) A contract with a Subprocessor must be in writing or in a documented electronic format (Art. 28(4), 9 GDPR).</p> <p>(9) If the Subprocessor breaches its data protection obligations resulting from this contract, the Processor shall be liable for this to the Controller.</p>
<p>9. Beendigung des Auftrages</p> <p>Nach Abschluss der vertraglichen Beziehungen hat der Auftragnehmer sämtliche in seinen Besitz sowie an Unterauftragnehmer gelangte Daten, Unterlagen und erstellte Verarbeitungs- oder Nutzungsergebnisse, die im Zusammenhang mit dem Auftragsverhältnis stehen, dem Auftraggeber zu übergeben oder nach Weisung des Auftraggebers datenschutzkonform zu löschen bzw. zu vernichten/vernichten zu lassen. Gleiches gilt für Test- und Ausschussmaterial. Die Löschung bzw. die Vernichtung ist dem Auftraggeber gegenüber mit Datumsangabe schriftlich oder in einem dokumentierten elektronischen Format zu bestätigen.</p>	<p>9. Termination of the order</p> <p>After the conclusion of the contractual relationship, the Processor shall hand over to the Controller all data, documents and processing or utilization results that have come into its possession in conjunction with the contractual relationship, or shall erase them or destroy them/have them destroyed in accordance with the Controller's instructions and in compliance with data protection regulations. The same shall apply to test and reject material. The erasure or destruction shall be confirmed to the Controller in writing or in a documented electronic format, stating the date.</p>
<p>10. Haftung</p> <p>Auf Art. 82 DSGVO wird verwiesen.</p> <p>11. Geheimhaltungsklausel</p>	<p>10. Liability</p> <p>Reference is made to Art. 82 GDPR.</p> <p>11. Confidentiality clause</p>

<p>(1) Beide Parteien verpflichten sich alle Informationen und Daten, die sie im Zusammenhang mit der Durchführung dieses Vertrages erhalten, zeitlich unbegrenzt vertraulich zu behandeln und nur zur Durchführung dieses Vertrages zu verwenden. Keine Partei ist berechtigt, diese Informationen ganz oder teilweise zu anderen als den soeben genannten Zwecken zu nutzen oder diese Information Dritten zugänglich zu machen. Verbundene Unternehmen zählen nicht zu Dritten.</p> <p>(2) Die vorstehende Verpflichtung gilt nicht für Informationen, die eine der Parteien nachweisbar von Dritten erhalten hat, ohne zur Geheimhaltung verpflichtet zu sein, oder die öffentlich bekannt sind.</p>	<p>(1) Both parties undertake to treat all information and data received in connection with the performance of this contract as confidential for an unlimited period of time and to use it only for the performance of this contract. Neither party is entitled to use this information in whole or in part for purposes other than those mentioned or to make this information available to third parties. Affiliated companies do not count as third parties.</p> <p>(2) The above obligation shall not apply to information which one of the parties has demonstrably received from third parties without being obliged to maintain confidentiality or which is publicly known.</p>
<p>12. Schlussbestimmungen</p> <p>(1) Änderungen und Ergänzungen dieses Vertrages und aller seiner Bestandteile bedürfen einer schriftlichen Vereinbarung, die auch in einem dokumentierten elektronischen Format erfolgen kann, und des ausdrücklichen Hinweises darauf, dass es sich um eine Änderung bzw. Ergänzung dieser Bedingungen handelt. Dies gilt auch für den Verzicht auf dieses Formelbedürfnis.</p> <p>(2) Mündliche Nebenabreden bestehen nicht.</p> <p>(3) Sollten einzelne Teile dieser Vereinbarung unwirksam, nichtig oder lückenhaft sein oder werden, so berührt dies die Wirksamkeit der Vereinbarung im Übrigen nicht. Die Vertragsparteien verpflichten sich solche Teile der Vereinbarung durch neue Bestimmungen zu ersetzen, die dem Zweck und Willen der Parteien sowie dem hiervon betroffenen Teil der Vereinbarung in rechtlich zulässiger Weise entsprechen.</p> <p>(4) Es gilt deutsches Recht. Ausschließlicher Gerichtsstand für Streitigkeiten aus oder im Rahmen dieses Vertragsverhältnisses ist Lichtenau (Baden).</p>	<p>12. Final provisions</p> <p>(1) Amendments and supplements to this contract and all its components require a written agreement, which may also be in a documented electronic format, and the express indication that it is an amendment or supplement to these terms and conditions. This also applies to the waiver of this formal requirement.</p> <p>(2) There are no verbal ancillary agreements.</p> <p>(3) Should individual parts of this contract be or become invalid, void or incomplete, this shall not affect the validity of the remainder of the contract. The contracting parties undertake to replace such parts of the contract by new provisions which correspond to the purpose and will of the parties as well as to the part of the contract affected by this in a legally permissible manner.</p> <p>(4) German law shall apply. The exclusive place of jurisdiction for disputes arising from or within the scope of this contractual relationship is Lichtenau (Baden).</p>



<p style="text-align: center;">Anlage A</p> <p style="text-align: center;">Technische und organisatorische Maßnahmen (TOM)</p>	<p style="text-align: center;">Annex A</p> <p style="text-align: center;">Technical and organisational measures (TOM)</p>																				
<p style="text-align: center;">Anlage B</p> <p style="text-align: center;">Unterauftragnehmer</p>	<p style="text-align: center;">Annex B</p> <p style="text-align: center;">SubProcessor</p>																				
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<p>B) Verbundene Unternehmen</p> <p>LS telcom ist nach eigenem Ermessen berechtigt, zur Erfüllung einer vertraglichen Verpflichtung gegenüber dem Kunden ein anderes Unternehmen der LS telcom Gruppe einzuschalten.</p>	<p>B) Affiliated companies</p> <p>LS telcom is on its sole discretion entitled to involve any other company within the LS telcom group, in and for the performance of any contractual obligation to the Customer.</p>																				
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LS of South Africa Radio Communication Services (Pty) Ltd.	131 Gelding Ave, Ruimsig, Roodepoort 1724 Johannesburg Südafrika	LS of South Africa Radio Communication Services (Pty) Ltd.	131 Gelding Ave, Ruimsig, Roodepoort 1724 Johannesburg South Africa
LS telcom Australia Pty Ltd.	84 Epping Road, Lane Cove NSW 2066 Sydney Australien	LS telcom Australia Pty Ltd.	84 Epping Road, Lane Cove NSW 2066 Sydney Australia
LST Middle East FZ-LLC	Office 2118 (21st Floor), Shatha Tower Dubai Media City Vereinigte Arabische Emirate	LST Middle East FZ-LLC	Office 2118 (21st Floor), Shatha Tower Dubai Media City UAE
LS Spectrum Solutions Pvt Ltd	A-603, Blue Arch, Blue Empire Complex, Mahavir Nagar Kandivali W, Mumbai Indien	LS Spectrum Solutions Pvt Ltd	A-603, Blue Arch, Blue Empire Complex, Mahavir Nagar Kandivali W, Mumbai India
Smart Spectrum Solutions Providers s.a.l (Offshore)	Office C83 4th floor, Palm Plaza Center Mtayleb - El-Maten Libanon	Smart Spectrum Solutions Providers s.a.l (Offshore)	Office C83 4th floor, Palm Plaza Center Mtayleb - El-Maten Lebanon
SlivaCom d.o.o. Banja Luka	Ulica Krajiških brigada broj 113 78000 Banja Luka Bosnien-Herzegowina	SlivaCom d.o.o. Banja Luka	Ulica Krajiških brigada broj 113 78000 Banja Luka Bosnien-Herzegowina

ECM_193 - 220120_Data_Processing_Agreement_LStelcom

Final Audit Report

2022-01-26

Created: 2022-01-26

By: [REDACTED]

Status: Signed

"ECM_193 - 220120_Data_Processing_Agreement_LStelcom" History

 Document [REDACTED]

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 Agreement completed.

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Status: Signed
Transaction ID: [REDACTED]

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