

Framework Contract for IT services

between

and

Fujitsu Services Limited

- Customer -

- Contractor -

Contract no. _____

Contractual region UK

The Contractor provides services for the Customer. The nature and scope of the services and the prices are shown in the service schedule(s) accompanying this Framework Contract ("Contract").

The Change Request Form set out in the Annex is a substantive part of this Contract.

The parties agree that the "General Provisions governing the Framework Contract for IT services" on the following pages apply.

Fujitsu Services Limited

Contractor signatures
(Names in block capitals)

Customer signature(s)
(Name(s) in block capitals)

_____, _____
Place Date

_____, _____
Place Date

General provisions governing the Framework Contract for IT services

1 Service provided by the Contractor

1.1 The Contractor will provide the Customer with services subject to and as set out in the relevant service schedule. The Contractor will perform the services with reasonable care and skill.

1.2 At the Customer's request, and depending on the nature of the services, the Contractor may provide the agreed services at the customer's premises. In doing so, the Contractor's employees do not enter into an employment contract with the Customer or become subject to the Customer's direction. The Customer shall only convey requests relating to the services to the responsible employee contact designated by the Contractor and shall not issue instructions to the Contractor's other employees.

2 Cooperation on the part of the Customer

2.1 The Customer shall remain responsible for the overall result of any project where the services form a component part.

2.2 The Customer shall cooperate with the Contractor by providing the following:

- infrastructure, personnel, technology by way of support,
- documentation, data security,
- any items set out in the relevant service schedule.

3 Cooperation between the parties

Each party shall appoint a contact for the other and this contact shall be responsible for passing on the necessary information for the performance of this Contract and can either make or facilitate decisions.

4 Changes to the service

4.1 The Customer may at any time during the term of this Contract submit a request in writing, using the Change Request Form set out in the attached **Annex** to this Contract, for changes to the scope of the services if such changes are within the Contractor's capacity and reasonable.

4.2 The Contractor shall examine the Customer's change request and inform the Customer within 10 working days whether the change request can be accommodated by the Contractor or whether further investigation is required.

If it is necessary to examine the change request in further detail, the Contractor shall at the same time submit a corresponding proposal for investigation, specifying details including the estimated time required for the services and the remuneration. The Customer shall accept or reject the proposal for investigation in writing, within 10 working days.

If it is not necessary to examine the change request in further detail, the Contractor shall either submit a proposal stating the time required for the services, the volume ordered and the impact on the remuneration or carry out the requested changes.

4.3 The Customer shall accept or reject the Contractor's proposal within the binding proposal deadline.

4.4 Agreed changes to the services shall only become binding once the parties have signed an amended service schedule.

4.5 The services affected by the change request shall continue to be performed on the basis of the existing

service schedule until such time as the requisite amendment to the contractual agreements has been effected.

5 Charges

5.1 The charges for the services are shown in the relevant service schedule. Value added tax at the current rate is payable in addition to these charges. Each new order for services will be chargeable at the Contractor's then prevailing rate.

5.2 When billing based on hourly rate, half hours of deployment started are each calculated at half the rate.

5.3 The Contractor's rates do not include any necessary travel and incidental costs. The Customer shall reimburse travel and incidental costs, e.g. costs which are incurred for any necessary trips or any necessary overnight accommodation. Prior to the commencement of the trip the parties shall agree on details, such as dates or the use of rail or airplane instead of car.

6 Payment

6.1 Prices become due for payment on receipt of the relevant invoice.

6.2 In the case of cost-based charges, billing shall be based on the relevant proof of service. In the case of longer term services, the Contractor shall produce invoices monthly in arrears.

7 Rights to the results of the services

Upon full payment of the agreed charges, the Customer shall be granted the non-exclusive, irrevocable and non-assignable right to use the results of the services within the scope of and for the purposes of this Contract. Any derogation from this provision governing right of use requires separate written agreement.

8 Default

8.1 In the event that the Contractor fails to perform the services in accordance with the terms and conditions of this Contract, the Contractor shall provide or re-perform the services within a reasonable period, provided that the Customer has objected in writing without delay but in any event within two weeks of provision of the service at issue. Should the Contractor fail to provide or re-perform the services in accordance with this Contract, the Customer shall be entitled to cancel this Contract in accordance with Clause 9.2 below.

8.2 The Customer must bring any claims pursuant to Clause 8.1 within 12 months following provision of the service which is the subject of the claim.

9 Term of the Contract

9.1 This Contract commences on signature by both parties and thereafter continues until terminated by either party in writing giving three months' notice at the end of a calendar quarter, provided termination does not occur before the end of the contractual term agreed in the service schedule(s).

9.2 Notwithstanding Clause 9.1 above, either party may terminate this Contract immediately by written notice if the other party:

- is in material breach of this Contract and where that breach is capable of remedy, it has failed to remedy the breach within 30 days of receiving written notice to do so;
- is unable to pay its debts, has a receiver appointed, is subject to a winding-up order, ceases trading, or any

analogous insolvency-related demand, appointment or procedure occurs;

- suffers an event beyond its reasonable control that effects performance of its obligations under this Contract and such event continues for more than 90 days.

10 Liability of the Contractor in respect of any infringement of intellectual property rights

10.1 If a third party claims damages from the Customer in respect of an infringement of its intellectual property rights ("Protective Rights") as a result of the deliverables and/or services provided by the Contractor, and if use of the deliverables and/or services in the UK is thereby impaired or prohibited, the Contractor shall be liable until one year has elapsed since the start of the statutory limitation period as follows:

10.2 The Contractor shall, at its option and own expense, either amend or replace the deliverables and/or services in such a way that they do not infringe the Protective Rights but nevertheless essentially comply with the agreed specifications or shall hold the Customer harmless from license fees in favor of the third party for use of the deliverables/services. If this is not possible for the Contractor upon reasonable terms and conditions, it will take the deliverables/services back from the Customer against reimbursement of the price paid (subject to reasonable compensation from the Customer for the use of the deliverables /services).

10.3 The Contractor shall only be liable to the Customer under Clause 10.1 above where the Customer (a) immediately informs the Contractor in writing of any claim of infringement of Protective Rights by a third party, (b) does not acknowledge the alleged infringement, and (c) conducts any disputes, including any out-of-court settlements, only with the consent of the Contractor. If the Customer ceases using the deliverables/services in order to minimize damages the Customer shall be obliged to notify the third party that such cessation of use does not constitute any acknowledgement of the infringement of Protective Rights.

10.4 Insofar as the Customer itself is responsible for the infringement of Protective Rights, claims against the Contractor under Clause 10.1 are excluded. Claims are also excluded where such infringement stems from the particular requirements of the Customer, or from use by the Customer not foreseen by the Contractor, or result from the Customer changing the deliverables/services or employing them with deliverables/services not supplied by the Contractor.

10.5 Any and all further claims by the Customer due to infringement of third party Protective Rights are excluded. The right of the Customer to rescind the Contract shall however remain unaffected, together with the provisions in Clauses 11.1 to 11.4.

11 Liability of the Contractor

11.1 The Contractor shall have unlimited liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); and (b) fraud or fraudulent misrepresentation.

11.2 The Contractor shall, in the event of any damage to property attributable to it, pay compensation for the repair of such property up to the amount of £250,000.00 per occurrence. If data media is damaged, any damages due shall not include the costs of replacing lost data and information.

11.3 Subject to Clause 11.1, the Contractor shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; (g) any indirect or consequential loss.

11.4 Subject to Clause 11.1, the Contractor's total liability to the Customer for all other losses arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £100,000 or 100% of the amounts paid by the Customer to the Contractor under the service schedule to which the claim relates.

12 Confidentiality, Data Protection, subcontracts

12.1 The parties shall use all documents, information and data received by them for the purposes of this Contract and designated as confidential, solely for the performance of this Contract. As long as and insofar as they have not become common knowledge, the parties shall treat said documentation and information as confidential in respect of third parties not involved in the performance of this Contract. These obligations shall continue to apply for a period of five (5) years after termination of the Contract.

12.2 The parties shall observe the statutory provisions for protection of personal data. The Contractor will ensure that its personnel have committed in writing to comply with the data protection regulations. The Customer declares that it has obtained all the necessary statutory consents with regard to personal data (e.g. by obtaining declarations of consent) to enable the Contractor to perform the agreed services without breaching data protection regulations.

12.3 The Contractor may assign subcontracts but shall impose obligations corresponding to those contained in Clause 12.1 on its subcontractors.

13 General

13.1 The Contractor may assign, transfer, charge or novate any or all of its rights under this Contract to a third party at any time. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

13.2 This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of it, shall be governed by the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this Contract or its subject matter or formation.

ANNEX

CHANGE REQUEST FORM

Contract No. / SOW _____

Requested By :- _____

Requested amendment and justification

Consequences if implemented

Consequences if not carried out

Costs: Duration: Quality Other aspects: Alternatives: Yes <input type="checkbox"/> No <input type="checkbox"/> (Detail below)	Costs: Duration: Quality: Other aspects:
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Impact on Contracted scope of work re Prices, Duration, Quality or Others

Remarks:

Project Manager / Sub Project Manager: Name Date	Project Manager / Sub Project Manager: Name Date
----------------------------------------------------------------	----------------------------------------------------------------

For the Client

For Fujitsu

Implementation

Requested Cut-in Date: _____	Proposed Cut-in Date: _____
Review of requested change :	Yes <input type="checkbox"/> No <input type="checkbox"/>
Acceptance of change : :	Yes <input type="checkbox"/> No <input type="checkbox"/>

Responsible Project Manager