

## ENDAVA GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

These Endava general terms and conditions for suppliers (“GTC”), available at [endava.com/legal](https://endava.com/legal), are an integral part of the supply contract entered between Endava and Supplier, including by an Endava purchase order (each a “Party”, together the “Parties”, as defined under such contract) (“Contract”) and apply from Contract Effective Date (unless another Effective Date prevails under Order to Contract) in relation to the Goods, Services and/or Software that Endava acquires from Supplier under such Contract, or as per the Order, as follows:

**1 DEFINITIONS AND INTERPRETATION**

These shall apply to Goods, Services, and/or Software provided by Supplier to the Endava under Contract, Order or these GTC. In this GTC, unless otherwise specified or unless the context otherwise requires, each capitalized term will have the meaning set out below:

“**Affiliate**” means an entity controlling, controlled by or under common control with a Party, for as long as such control exists. For the purposes of this definition, “control” means the ownership of more than 50 percent of the voting stock of such entity, or if such entity is not a corporation, the ability to control its day to day operations and business;

“**Acceptance**” means Endava’s written agreement emailed by Endava to Supplier, that the applicable Goods, Services or Software would meet the applicable Acceptance Criteria;

“**Acceptance Criteria**” means the criteria to be provided by Parties in an Order, or any associated documents therein, against which the Goods, Services or Software will be tested against.

“**Business Day**” means a day on which commercial banks are generally open for business in the country in which the Goods, Services and/or Software Services described in the Contract or Order are being delivered by Supplier to Endava;

“**Confidential Information**” means any information of any kind including (but not limited to) information that a) is by its nature confidential; or (b) the Receiving Party knows or ought to know is confidential; or (c) is designated by the Disclosing Party as confidential concerning, without limitation, the Goods, Services, Software, customers, finance, contractual arrangements and / or business affairs of either Party, but excluding information which: (i) is in the public domain (except as a result of a breach of clause 9); (ii) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; (iii) was previously known to the other Party at the time of execution of Contract or Order without being subject to any confidentiality covenant; (iv) was disclosed to a Party by a third party not subject to a duty to maintain confidentiality;

“**Data Processing Agreement**” means the terms which apply to the processing of any Personal Data pursuant to the Contract, Order and this GTC, available at [endava.com/legal](https://endava.com/legal). Unless otherwise provided in the Order, Endava shall be considered a data controller, and Supplier a data processor, in relation to the Personal Data being processed under applicable law.

“**Defect**” means (a) any situation where a Good, Service or Software does not perform as per applicable Acceptance Criteria or as otherwise agreed by Parties, (b) any error or failure of code within the Software which causes the Software to produce unintelligible or incorrect results or (c) any failure to provide the functionality or performance features described in Software Documentation;

“**Defect Rectification Period**” means a period of twelve (12) months following Acceptance of the applicable Goods, Services or Software delivered by Supplier to Endava, or a different period expressly specified in the Order;

“**Disclosing Party**” means, in relation to any Confidential Information, the Party which disclosed certain Confidential Information to the Receiving Party;

“**Documentation**” means the documentation relating to the operation, specification, structure or use of the Software (or any part thereof), including operation manuals, user instructions, and technical literature, for aiding the use, operation or application of the Software;

“**Endava Code of Conduct**” means the Endava code of conduct for suppliers, as available at [endava.com/legal](https://endava.com/legal);

“**Good Industry Practice**” means the use of rules, regulations, standards, practices, methods and procedures conforming to applicable laws and the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of similar Goods, Services, Software to an entity similar with Endava;

“**Goods**” means the items (other than Services or Software) as set out in the Contract or Order to be supplied by Supplier to Endava;

“**Indemnified Parties**” means Endava and each Affiliate of Endava and its and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns and “**Indemnified Party**” shall be construed accordingly;

“**IPR**” means intellectual property rights, specifically patents (including any rights in or to inventions), trademarks, service marks, logos, trade names and business names (including rights in goodwill attached thereto), design rights, rights in or to (or rights in and to) internet domain names and website addresses, semi-conductor topography rights, copyright (including future copyright), database rights, rights in and to Confidential Information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting or pending at any time in any part of the world (whether registered or unregistered) and any (a) pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (b) similar or analogous rights to any of these rights in any jurisdiction;

“**Location(s)**” means the premises where the Services are to be provided, or Goods, Software are to be delivered, as per the Contract, Order;

“**Losses**” means all judgements, awards, settlements (including any offer to license), liabilities, damages, liens, claims, costs, expenses and other charges, including reasonable legal/attorneys’ fees and disbursements, costs of investigation, litigation, responding to subpoenas, settlement and judgement, and any taxes, interest, penalties and fines with respect to any of the foregoing;

**“Milestone”** means delivery by Supplier to Endava of Goods, Services or Software, and actions or dates specified as such in the Order;

**“Open Source License”** means any license or agreement governing or otherwise pertaining to any Open Source Software incorporated into or forming any component of any Software licensed under Order or this GTC;

**“Open Source Software”** means any open source software, so-called “free” software or any code derived from any of the foregoing or any component thereof used under an Open Source License;

**“Order”** means the order attached to Contract (including to an Endava purchase order), specifying the Goods, Services and/or Software to be provided by Supplier to Endava;

**“Personal Data”** means any information relating to an identified or identifiable individual;

**“Price”** means the price stated in the Contract or Order;

**“Receiving Party”** means, in relation to any Confidential Information, the party to whom the Disclosing Party’s Confidential Information is disclosed to, acquired or received by;

**“Services”** means the services as set out in the Contract or Order to be performed by Supplier to the Endava;

**“Software”** means any software created and owned by Supplier and provided/licensed to Endava as set out in Contract or Order;

**“Software Warranty Period”** means the period of twelve (12) months, or such other timeframe set out in the Contract or Order, offered by Supplier for the Software use from the date of the Acceptance of the Software by Endava.

**“Source Code”** means program source code, specifications and all other materials and documents necessary to enable a reasonably skilled programmer to use, understand, reproduce, maintain, modify and enhance the software without reference to any other person or documentation whether in eye-readable or machine readable form and without the need for any external modification;

**“Supplier Materials”** means all software technology, documents, intellectual property and/or other material (a) created by or for Supplier or (b) owned by a third party (other than Endava or any Endava Affiliates), in each case prior to or independent of this GTC, and that are: (i) provided to or made available to Endava by or on behalf of Supplier, or (ii) incorporated into, combined with, or required for the use, operation or exploitation of any Goods or Services;

**“Supplier Personnel”** means all employees, officers, contractors, subcontractors, consultants, agency staff and other individuals employed or engaged by or on behalf of Supplier or its Affiliates, or any of their subcontractors;

**“Supplier Risk Assessment”** means the questionnaire filled-in by Supplier upon Endava request, where applicable;

**“Sustainable Use”** means promotion, implementation and compliance by each Party of a set of rules and policies which will include (without limitation) the followings, when performing the Contract or Order: responsible and environment friendly use of energy and water resources and of the waste; reduction and where possible avoidance of greenhouse gas emissions - GES; promotion of health and wellbeing of its personnel; continuous systematic improvement of such sustainability in the interaction between Supplier and Endava;

**Third Party Product”** means any hardware or software developed by a person other than Supplier or Endava, and which is sold or licensed to Endava pursuant to Contract or Order;

**“Viruses”** means any software, virus, Trojan horse, time bomb or other malicious computer programming code (including Java applets, ActiveX controls, scripting languages, browser plug-ins or pushed content) which is constructed with the malicious intent to, and intentionally inserted with the intention to, damage, interfere with, enable unauthorized access to or theft from, or otherwise improperly affect the operation of other computer programs, data files or hardware without the knowledge or consent of the end user.

## 2 FRAMEWORK STRUCTURE

These GTC establish the contractual framework for the supply of Goods, Services or Software by Supplier to Endava or any of its Affiliates, pursuant to Contract and Order executed by Supplier and Endava.

If the Contract, Order provides for the:

- a) provision of Goods to Endava, the additional terms set out in appendix A shall apply;
- b) provision of Services to Endava, the additional terms set out in appendix B shall apply; and/or
- c) licensing of Software to Endava, the additional terms set out in appendix C shall apply.

To enter into this GTC, Supplier and Endava will execute a Contract and Order. Each Order: (a) forms an agreement for the applicable Goods, Services and/or Software between Supplier and the relevant Endava entity that executes it, and supplements the Contract (or prevails against Contract if Order terms are different than Contract); and (b) incorporates by reference this GTC. Each Party entering into a Contract and Order shall bear its own costs in the production and negotiation of an Order.

The Endava entity that executes a Contract and Order is considered “Endava” for all purposes of that Contract and Order, and such Endava entity shall be bound to the terms of this GTC insofar as they apply to the Goods, Services and/or Software being procured under Contract or Order. In any case, the Parties entering the Contract or Order shall be solely liable for their actions and omissions, as per this GTC.

## 3 TERM

This GTC shall be effective from Contract (or Order, if different) Effective Date until the end date provided under Contract (or Order, if different) (**Initial Term**), unless terminated earlier in accordance with clause 12 or extended by mutual agreement of the Parties.

Each Order entered under Contract umbrella (frame Contract) is subject to this GTC and shall have its own effective and end dates, as detailed under the Order. This GTC shall remain in force after the completion of Initial Term, until all Orders entered into by the Parties prior to the expiry of the Initial Term have also expired or been terminated, in which case the GTC will be deemed to have been automatically extended until the expiry or termination date of the last Order entered into by the Parties during the Initial Term.

#### 4 SUPPLIER GENERAL OBLIGATIONS

The Supplier shall ensure that:

- a) it will deliver the Goods and/or Software and perform the Services in accordance with the technical specifications, functionalities and requirements specified in the Contract and Order. Any services not specifically described in the Order that are inherent in, implied by or incidental to proper provision of Services described by Order are deemed included within the Services described by Order;
- b) it has procedures and systems in place to manage the continued performance of its obligations under Contract, Order and this GTC, including in an emergency situation, as reasonable and appropriate given the nature of Supplier's obligations under them;
- c) it takes all reasonable precautions to (i) safeguard, protect and prevent the loss of any Endava assets provided to it by Endava and (ii) prevent any unauthorised access, misuse or alteration to Endava assets or Personal Data;
- d) it has IT and logistical access management procedures and systems in place to store, process, safeguard, protect and prevent the loss of Endava business data or Personal Data, including Confidential Information, in accordance with applicable law and Good Industry Practice and as reasonable and appropriate given the nature of Supplier obligations under this GTC;
- e) it holds, at the time of the conclusion of this GTC, all necessary authorizations to provide the Goods, Software or perform the Services, as described in the Contract or Order;
- f) It will comply at all times with the Endava Code of Conduct and it will apply the procedures and systems as confirmed under Supplier Risk Assessment, where applicable;
- g) It complies with the health and safety obligations, occupational safety requirements, emergencies handling and environmental protection requirements, as per applicable law;
- h) It will not, and will take measures to ensure that its Supplier Personnel will not, perform any action that may be unlawful, prejudicial in any way to Endava, or that will negatively affect the image or the reputation of Endava;
- i) It will not use the name, emblem, logo, brand, slogan, images or any such attributes belonging to Endava without its prior consent;
- j) It will commit to Endava Science-Based Targets initiatives (**SBTi**) objectives, particularly to Endava SBTi-aligned emission reduction targets;

If the Supplier will provide Services for organizing events, Supplier declares that all conditions provided by law are met for organization of the event that is subject of the Contract, Order or GTC in the Location provided by Supplier. The Supplier declares that in the Location space provided there are sufficient means of primary protection, indicators with emergency exits and all related necessary authorizations and approvals were obtained and are in force, including, but not limited to those on health and safety regulations, as provided by law.

#### 5 SUPPLIER PERSONNEL

Supplier is and shall remain fully liable and responsible for the acts, omissions and management of all Supplier Personnel.

Supplier shall ensure that a sufficient amount of Supplier Personnel are allocated at all times to provide the Goods, Services or the Software.

Supplier shall ensure that all Supplier Personnel performing any obligations under Contract, Order and this GTC have passed identity and international sanctions checks (and any additional checks required by Endava), are eligible to perform any obligation or work under Contract, Order or this GTC, and would be suitable in accordance with Contract and Order terms, law and Good Industry Practice. Supplier shall not assign any Supplier Personnel to any such obligations, without Endava prior written consent, if Supplier has not complied with this clause.

Endava reserves the right to refuse to admit to, or remove from, any Endava locations any Supplier Personnel (a) whose admission or presence would, in Endava opinion be undesirable or who represents a threat to its business, confidentiality or security; or (b) whose presence would be in breach of any rules and regulations governing Endava's own staff. The exclusion of any such individual from such Endava location shall not relieve Supplier from the performance of its obligations under Contract, Order and this GTC.

#### 6 PRICE AND PAYMENT

In consideration of the Supplier fulfilling its obligations under the relevant Contract, Order and GTC, including where applicable delivering Goods, Services or Software on time and subject to Endava's Acceptance, the Endava shall pay Supplier the Price.

Each validly rendered and undisputed Supplier invoice will be payable within 30 (thirty) days after receipt by Endava, unless otherwise agreed by Parties. Any dispute in relation to any invoice will not affect Supplier right to payment of undisputed amounts, or Parties obligations that must be performed under applicable Contract or Order. A Supplier invoice will be considered as validly rendered only if it complies with the Endava relevant invoicing requirements (e.g. listing of a valid purchase order number).

If any sum payable by Endava under Contract, Order or this GTC is not paid by the due date, then the Supplier may charge interest to Endava at the rate of 0.01% per annum, from the due date until final payment. Total interest charged will not exceed half of the due amount.

Endava shall not reimburse any expenses incurred by Supplier for the provision of Goods, Services or Software unless: (i) such expenses have been approved by Endava in writing in advance of being incurred by Supplier; (ii) complies with Endava travel and expenses policy; and (iii) is evidenced by appropriate documents and receipts.

All Price is exclusive of VAT and any other applicable sales taxes, which shall be paid by Endava at rate and manner prescribed by law.

#### 7 WARRANTIES

Supplier warrants, represents and covenants as of the Effective Date and on an on-going basis that:

- a) it has full authority to grant the licences granted by Supplier under Contract, Order and this GTC for its term, including the Initial Term;
- b) it will perform its obligations under Contract, Order and this GTC with all due skill, care and diligence, in a timely and professional manner and in accordance with Contract, Order, this GTC, applicable law and Good Industry Practice;

- c) its responses in the completed Supplier Risk Assessment are true, accurate and complete;
- d) it is currently complying with and shall comply with all applicable laws; and
- e) the use of the Goods, materials, Software and Supplier Materials and the provision of such Services, in each case will not constitute an infringement, misappropriation, violation or unlawful use or disclosure of any IPR or other right of any third party.

## 8 INTELLECTUAL PROPERTY RIGHTS

All IPR belonging to a Party prior to the Effective Date shall remain vested in and belong exclusively to that Party. Nothing in this GTC shall be taken to be a transfer or assignment of or an GTC to transfer or assign any of Endava IPR to Supplier.

Supplier shall not be entitled to use any of Endava IPR other than as expressly set out in Contract, Order and this GTC and shall not permit any third party to use such rights without the express written consent of Endava, in its absolute discretion.

Supplier grants to Endava, during the term of this GTC only, a non-exclusive, royalty free, non-transferable and fully sub licensable (to Endava Affiliates) license to use Supplier IPR to the extent that such use is required for the purpose of performing its obligations under Contract, Order or this GTC. Supplier has the right to terminate this license if Endava commits a material breach of this clause.

Save to the extent that the Goods, Services or Software would include IPR belonging to Supplier prior to the Effective Date, where the Goods, Services or Software supplied under Contract, Order or this GTC form a work which is protected by, or which is capable of being protected by, IPR (whether registered or otherwise), any such rights, title or interest, or the option to obtain such rights, title or interest, related to such work, shall be the sole and exclusive property of Endava. If upon the creation of such IPR the rights, title or interest automatically vest in Supplier, Supplier shall hold them on trust for Endava, and take any action requested by Endava in relation to such rights, title or interest.

Supplier represents, warrants and covenants that now and throughout the term of Contract or Order, it has or shall procure all rights, permissions and consents necessary to legally produce any Goods, Services, Software, Supplier Materials under Contract, Order and this GTC.

## 9 CONFIDENTIALITY AND DATA PROTECTION

The Receiving Party agrees to protect and treat as secret the Disclosing Party Confidential Information and take all reasonable measures to keep that Confidential Information secure. The Receiving Party shall only make Confidential Information available to its: (a) employees, sub-contractors, Affiliates, advisors and directors, who each "need to know" such information for Contract or Order performance ("**Authorised Representatives**"); and (b) any governmental or legal body to whom either Party are statutorily obliged to disclose that information.

The foregoing shall not apply to the extent that:

- a) such information is already in the public domain;
- b) the information was previously known by other party at the time of execution of Contract or Order, without being subject to any confidentiality covenant;
- c) the information which was disclosed to a party by a third party was not subject to a duty to maintain confidentiality; or
- d) if Parties agree in writing that the information is not confidential or may be disclosed.

The Receiving Party shall take all steps necessary to ensure compliance with the provisions of this clause by its Authorised Representatives and shall be fully liable for any breach by its Authorised Representatives, as if such breach was committed by the Receiving Party itself.

Each Party agrees that damages may not be an adequate remedy for any breach of this clause and that the other Party will be entitled, without prejudice to its other rights, to seek injunctive and/or other equitable remedies or relief in the event of any breach by the other Party of this clause.

Without Endava prior written consent in each and every instance, Supplier shall not: (a) use any name, trademark, service mark, logo of Endava; (b) refer to or identify Endava in any publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertising; or (c) otherwise disclose the identity of Endava as Supplier customer or prospective customer.

The Parties shall comply with the provisions of the Data Processing Agreement in respect of any Personal Data processed by Supplier on Endava behalf, as part of the Goods, Services or Software provided pursuant to Contract, Order or these GTC.

## 10 INDEMNITIES

Supplier shall at all times whether during or after termination or expiration of Contract or Order, at its sole cost and expense, defend, indemnify and keep indemnified and hold harmless the Indemnified Parties against all Losses, in each case whether or not such Losses were foreseeable at the Effective Date, suffered by, incurred by or awarded or made against the Indemnified Parties or which are agreed by Endava (or the relevant Indemnified Party) to be paid by way of settlement or compromise, arising out of or in relation to:

- a) any actual or alleged infringement, misappropriation or unlawful use or disclosure of any IPR of any third party as a result of Endava (or the relevant Indemnified Party) receipt of Services or its use or possession of any Goods, Software, Supplier Materials, Documentation or IPR provided or otherwise made available to Endava (or to relevant Indemnified Party) by or on behalf of Supplier; and/or
- b) any negligent or wilful act or omission of Supplier or of Supplier Personnel in supplying, delivering or installing the Goods, Services, Software or Documentation.

## 11 LIMITATION OF LIABILITY

Neither Party shall exclude or limit its liability for (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot be excluded or limited by law; and in the case of Supplier, (d) under clause **Error! Reference source not found.** (IPR); (e) clause **Error! Reference source not found.** (Confidentiality and Data Protection); and (f) in respect of any indemnity given under Contract, Order or this GTC.

Subject to Contract, Order or this GTC terms, and to the extent permitted by law, neither Party shall be liable for any consequential or indirect loss or damage.

Subject to Contract, Order or this GTC terms, the total liability of the Supplier in contract, tort, negligence or otherwise arising out of or in connection with the performance of its obligations, or otherwise in respect of the Contract, Order or this GTC, shall be limited to £500,000 (or to the Price value under Contract or Order, if higher).

Subject to Contract, Order or this GTC terms, the total liability of Endava in contract, tort, negligence, under an indemnity or otherwise arising out of or in connection with the performance of its obligations, or otherwise in respect of this GTC, shall be limited to the Price paid under the applicable Contract or Order.

## **12 TERMINATION**

The Contract, Order or this GTC may be terminated for convenience by Endava at any time by giving Supplier not less than fifteen (15) days prior written notice, without liability for any termination related fees, charges or penalties of any kind. In addition, Endava is entitled to terminate with immediate effect the Contract, Order or this GTC, upon notice to Supplier, if the Supplier commits a breach of clause 8 (IPR), clause 9 (Confidentiality and Data Protection) or clause 16.4 (Assignment and Subcontracting).

Either Party may terminate the Contract, Order or this GTC with immediate effect by giving written notice, where the other Party:

- a) commits any material breach of its duties and fails to remedy that breach within 30 days of written notice of such breach (provided that where such breach is incapable of remedy, termination operates immediately upon such breach); or
- b) has entered winding up, or merger by absorption, or insolvency or liquidation (voluntary or compulsory).

Termination of Contract, Order or this GTC shall be without prejudice to the rights and liabilities of either Party which may have accrued on or at any time up to the date of termination.

On termination of Contract, Order or this GTC, upon request, each Party shall return to the other Party and cease to use, all property and Confidential Information of the other Party in its possession or control.

## **13 SUSTAINABLE USE OF ENVIRONMENT**

Parties agree to follow a relationship which encourages Sustainable Use of their resources and materials, being aware of their responsibility towards the environment, and are expressing their commitment that they will pursue the scope of protecting the natural resources. In this context, environmental, economic and social factors will equally be taken into account when developing, respectively retaining, Goods, Services or Software which will meet the criteria of Sustainable Use. Particularly, the Parties undertake to implement guidelines, policies, rules and regulations of Sustainable Use, including those detailed under applicable legislation or to follow the objectives established under this clause and to regularly cooperate to meet them, by taking into account the meeting of high sustainability standards.

## **14 ANTI-BRIBERY**

Supplier shall (a) comply with all applicable laws relating to anti-bribery and anti-corruption, in addition to the relevant laws of any jurisdiction where its business takes place, including to the extent applicable, any other international laws which prohibit bribery; and (b) promptly report to Endava any request or demand for any undue financial or other advantage of any kind received in connection with the performance of Contract, Order or this GTC. Supplier shall not, and shall procure that its employees, agents or sub-contractors shall not, directly or indirectly make any offer, payment, or promise to pay, authorise payment, offer a gift, or authorise the giving of anything of value for the purpose of influencing any act or decision of an official of any government (including a decision not to act) or inducing such a person to use their influence to affect any such government act or decision in order to assist such party in obtaining, retaining or directing such business.

## **15 NOTICES**

Notices between Parties must be in writing. Notices shall be accepted as delivered by one Party to the other Party: (a) by hand, under recipient Party signature; (b) by registered post, five Business Days after delivery to postal authorities, unless another date is provided by postal delivery receipt, or (c) by email, on the email date using Parties emails provided under Contract.

## **16 GENERAL**

**16.1 Audit:** Supplier shall, during the term of Contract, Order or this GTC and for a period of six (6) months after its termination or expiration, grant to Endava and its auditors the right to (a) access any premises used by Supplier to provide the Goods, Services, or Software, or from where the Goods, Software or Services are managed or administered, (b) interview any Supplier Personnel, (c) review any and all data, books, records and information systems related to the Goods, Software or Services, and (d) copy any relevant record, in each case for the purpose of performing audits designed to monitor and verify Supplier's compliance with any terms of this GTC.

**16.2 Amendment and Variation:** No variation to Contract or Order or this GTC shall be valid unless it is in writing and signed by authorized representatives of Endava and Supplier.

**16.3 No Partnership or Agency:** The relationship between Endava and Supplier is an independent contractor relationship and not an employer-employee relationship. No part of Contract, Order or this GTC is intended to create or record any employment, partnership, joint-venture, agency or any other such relationship between Endava and Supplier (or their personnel). Neither Supplier nor any Supplier Personnel has any authority to make commitments or enter into contracts on behalf of Endava, or bind or otherwise obligate Endava in any manner. All Supplier Personnel are not Endava employees or agents, or entitled to compensation or employee benefits from Endava. Supplier will (or will be responsible for causing the applicable subcontractor or agent to) withhold and pay all applicable taxes, benefits and insurance with respect to all Supplier Personnel.

### **16.4 Assignment and Subcontracting:**

- a) Supplier shall not be entitled to assign or otherwise transfer any of its rights or obligations or delegate any performance under Contract, Order or this GTC without Endava prior written consent. Endava shall have the right to assign or novate any or all of its rights and obligations under Contract, Order or this GTC in whole or in part to any of its Affiliates or to their successor, to the whole or a part of Endava business, subject to such Affiliate or successor undertaking in writing to Supplier that it will perform all Endava obligations under

this GTC which are relevant to such assigned or novated rights and/or obligations.

- b) Supplier shall not subcontract the performance of any of its obligations under Contract, Order or this GTC without Endava prior written approval of: (i) such subcontracting; and (ii) each third party who will perform any of Supplier obligations under this GTC.

**16.5 Force Majeure.** Neither Party will be liable to the other for any delay in performing or failure to perform any of its obligations under Contract, Order or this GTC, as a result of any force majeure cause, construed as per applicable law. Subject to the affected Party promptly notifying the other Party in writing of the force majeure cause and the likely duration of the delay or non-performance, and provided that the affected Party shall use reasonable endeavours to limit the effect of such event on such other Party, such delay or failure, to the extent affected by the cause, will not constitute a breach of Contract, Order or this GTC, and the time for performance of the affected obligations will be suspended during the period when the cause persists. Notwithstanding the remainder of this Clause, if Supplier performance is not resumed within 10 days after that notice, Endava may by written notice terminate the Contract, Order or this GTC with immediate effect.

**16.6 Survival:** Any provision of this GTC that contemplates performance, application or observance subsequent to termination of this GTC will survive any termination or expiration of this GTC and will continue in full force and effect thereafter as provided in this GTC.

**16.7 Cumulative Rights:** Except as expressly stated in Contract, Order or this GTC, the rights of each Party are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out.

**16.8 Export Control.** Supplier will advise Endava as part of any initial quotation for the Goods, Services, Software delivery, whether such Goods are subject to (i) export control laws of the United States of America, including, without limitation, the Bureau of Industry and Security, U.S. Export Administration Regulations, and/or (ii) any other applicable export laws, regulations or restrictions of any other country. The Supplier shall, in addition to any other remedy that Endava may have, indemnify Endava for any Losses arising from Supplier failure to notify Endava of such laws, regulations or restrictions. Supplier agrees to comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, and with all applicable foreign laws relating to the use, importation, exportation, licensing or distribution of Goods, Services, Software.

**16.9 Severability:** If any provision of Contract, Order or this GTC is held by a court of law to be invalid, void or unenforceable, such provision will be deemed modified to the degree necessary to remedy such invalidity (as long as such modification does not materially adversely affect either Party rights or obligations under this GTC), the remainder of this GTC will not be impaired or affected thereby, and each other term, provision and part will continue in full force and effect, and will be valid and enforceable to the extent permitted by law.

**16.10 Third Party Rights.** A person who is not a party to Contract, Order or this GTC has no rights to enforce any term of them. Endava Affiliates shall have the same rights against the Supplier as would have been available as if they were a Party to the Contract, Order and this GTC. Notwithstanding the above, Contract, Order or this GTC may be amended or terminated without any third party consent.

**16.11 Whole GTC; No Reliance:** This GTC (together with all other documents to be entered into pursuant to it) sets out the entire GTC and understanding between the parties, superseding: (a) all previous proposals, GTCs, arrangements, understandings, promises, representations and negotiations, whether written or oral between the parties; and (b) all terms of any shrink-wrap or click-wrap GTC, terms of service, terms of use or different or additional terms and/or conditions presented with or incorporated into any Goods, Software, Services, invoice, purchase order, confirmation, acknowledgement, or sales or shipping form. Each Party acknowledges that in entering into this GTC it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this GTC and the documents referred to in it) made by or on behalf of any other Party before the Effective Date. Each Party waives all rights and remedies which might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

**16.12 Governing Law and Jurisdiction.** This GTC shall be governed by and construed in accordance with Contract law.

**16.13 Precedence.** For the avoidance of doubt, in the event of any conflict between the Contract, Order or these GTC, the Order shall prevail. When only Contract and GTC were entered, the Contract shall prevail.

## APPENDIX A - SUPPLY OF GOODS

### 17 WARRANTIES

Without prejudice to any other rights and remedies the Endava may have, the Supplier warrants to the Endava that all Goods supplied to Endava shall be pursuant to Contract, Order and this GTC, and:

- a) Conform to the specifications set out in the Contract or Order;
- b) Be of appropriate quality (within the meaning of the applicable law), and fit for any purpose held out by the Supplier where such purpose has been notified to the Supplier or ought to have been known by the Supplier.
- c) Be free from all material Defects including in design, material and workmanship, and remain so for the duration of the applicable Warranty Period, as set out under clause 21;
- d) Comply with all applicable laws.

### 18 DELIVERY

Unless such other Location and delivery date is notified by Endava to Supplier in writing, the Goods shall be delivered, on a Business Day and during normal business hours, to the Location and delivery date provided in Contract or Order.

Each delivery of Goods shall be accompanied by a delivery note from Supplier showing the Contract or Order number and date, the type and quantity of Goods, and, in the case of Goods being delivered by instalments, the outstanding balance remaining to be delivered.

The Goods shall be properly packed and secured in such a manner as to reach their destination in a good condition having regard to the nature of the Goods and their mode of transportation to Endava. Supplier shall off-load the Goods at its own risk as directed by Endava.

Endava shall have no obligation to pay for or return packing cases, skids, drums or other articles used for packing the Goods.

### 19 RISK AND TITLE

Title and risk in the Goods shall pass to Endava upon the delivery of such Goods to Endava, free from any third party rights or interests (including liens, charges and options), unless payment for the Goods is made prior to delivery in accordance with Contract, Order or this GTC, in which case title to the Goods shall pass to Endava once payment has been made for the Goods by Endava.

Supplier shall, at its sole expense until Goods delivery, be fully liable for and insure the Goods against all risks, to their full replacement value.

### 20 ACCEPTANCE AND DEFECTIVE GOODS

Upon delivery of Goods by Supplier to Endava, Endava shall [within ten (10) Business Days after delivery of relevant Goods] or such other period as set out in the Contract or Order (the “**Acceptance Period**”) either reject or issue an Acceptance for the Goods. For the avoidance of doubt Endava shall not be deemed to have accepted the Goods until the expiration of the Acceptance Period.

Endava shall also have the right to reject the Goods after the Acceptance Period, upon the discovery of any latent Defects in the Goods.

Without prejudice to any other rights and remedies the Endava may have, if any Goods are not supplied in accordance with Contract or Order, or if Supplier fails to comply with any terms of Contract, Order or this GTC, Endava shall be entitled to, at its sole discretion:

- a) reject the Goods (in whole or in part) and return them to Supplier at Supplier sole risk and cost, to receive a refund for Goods returned;
- b) at Supplier expense, allow for Supplier to either remedy any Defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of Contract, Order or this GTC are fulfilled;
- c) to claim such damages as may have been as a result of or in connection with Supplier breach of Contract, Order or this GTC; or
- d) terminate Contract, Order or this GTC, in whole or in part, immediately upon giving written notice to Supplier, and, in the event of any such termination, Supplier will promptly provide Endava with a full or pro-rata refund of any Price paid by Supplier for the Goods.

### 21 WARRANTY PERIOD. MILESTONES

Without prejudice to any other rights and remedies of Endava, Supplier shall upon request and at the Endava's option, replace or repair all Goods which are or become defective during the twelve (12) month period from the date of delivery (“**Warranty Period**”), where such Defect occurs under proper usage. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of twelve (12) months from the date of delivery of Goods, reinstallation or acceptance testing, whichever is appropriate after the repair or replacement.

Supplier shall achieve all Milestones in accordance with the Order. In respect of any failure to achieve any Milestone, Supplier will:

- a) mitigate the impact of such failure;
- b) promptly propose an appropriate, written corrective action plan with respect to such failure and, subject to Endava's approval (which shall not be unreasonably withheld or delayed), proceed diligently to execute such action plan; and
- c) to the extent possible, take appropriate preventive measures so the failures do not recur.

## APPENDIX B – SUPPLY OF SERVICES

### 22 INTELLECTUAL PROPERTY RIGHTS

Except for Supplier Materials (if any), Supplier, on behalf of itself and the Supplier Personnel, acknowledges and agrees that Endava owns automatically and immediately upon creation all right, title and interest in and to the Services, both as individual items and/or as a combination of components and whether or not this GTC and/or the Services are completed.

To the extent that ownership of any Services does not by operation of law vest in Endava, Supplier hereby irrevocably and absolutely assigns, transfers and conveys (and shall cause all relevant Supplier Personnel to so assign, transfer and convey) to Endava (or, at Endava's request, to any other Endava's Affiliate designated in writing by an Authorised Representative of Endava to receive such rights and interests), all right, title, interest, including all IPR, in any Services, all of which shall vest in Endava (or such designee) immediately upon creation of the same, with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and/or future infringement and claim damages and other remedies in respect of any infringement or alleged infringement of such IPR. Supplier hereby irrevocably and unconditionally waives and shall procure that all Supplier Personnel irrevocably and unconditionally waive any moral rights or other IPR in or relating to any Services and shall upon request provide Endava with written evidence of such waiver. Supplier shall, and shall ensure that all Supplier Personnel shall, give Endava and any Endava designee all reasonable assistance and execute all documents and perform all acts that Endava deems necessary or advisable to assist or enable Endava to perfect the assignment of IPR contemplated under this clause and preserve, register, record, enforce and defend Endava (or its designee) rights in the applicable Services.

Supplier shall, immediately upon Endava's request, or upon termination, cancellation or expiration of this GTC, deliver to Endava all Services prepared or developed in connection with this GTC held by or on behalf of Supplier, together with all copies thereof.

The Supplier waives or shall procure the waiver of all moral rights in any works or materials made, originated or developed by the Supplier or the personnel of the Supplier during or in the course of providing the Services.

Supplier shall not incorporate any Open Source Software into any Services or any other materials either created or modified by the Supplier or the personnel of the Supplier, without first obtaining written authorisation from Endava to the incorporation of any such open source software. For the avoidance of doubt, written authorisation shall also be required for any Third Party Products which include Open Source Software, being either incorporated or provided as a Service to the Endava.

Supplier shall not incorporate any Supplier Materials or any Third Party Products in the Services without the Endava's prior written consent. If any Supplier Materials or Third Party Products are incorporated into, combined with, or required for the use, operation or exploitation of any Services, the Supplier hereby grants to Endava's Affiliates and any contractor under contract to provide services to any Endava's Affiliate (provided that such contractors' use shall be limited solely to providing such services), at no additional charge, a non-exclusive, fully paid up, royalty-free, perpetual, irrevocable, transferable, sublicenseable (through multiple levels of sublicensees), worldwide license to use, execute, copy, display and perform (whether publicly or otherwise), distribute copies of, reproduce, maintain, modify, enhance, and create derivative works of and otherwise make, have made, sell, offer to sell, import and exploit such Supplier Materials (in whole or in part), in any form or media (now known or later developed), without consideration or any obligation to account to Supplier or any third party.

The Endava agrees that in dealing with any claim for infringement of a third party's IPR, the Supplier shall at its own expense and at the Endava's option:

- a) pay for the right to continue using the Services, subject to commercially reasonable terms;
- b) make any changes to the Services, provided that such changes do not materially affect the functionality of them; or
- c) replace the Services with other software which has functional equivalence and the same performance capacity.

Without prejudice to any other rights or remedies of Endava, if Supplier has not performed in accordance with the GTC or if such performance by Supplier has not avoided the relevant IPR claim, then Endava may terminate this GTC, in whole or in part (e.g. solely with respect to the Services that are or may become the subject of an IPR claim and any other Services the utility of which is dependent on such infringing Services) with immediate effect on giving written notice to Supplier, in which case Supplier shall promptly provide the Endava with a refund of the aggregate payments made by the Endava in respect of the terminated aspects of the GTC (including amounts paid in respect of any Services performed in relation to such terminated aspects of the GTC).

### 23 ACCEPTANCE AND DEFECTIVE SERVICES

Unless otherwise set forth in the Contract or Order, each Services will be subject to acceptance testing by Endava and the acceptability of any of them will be based on Endava determination that each of them meet the applicable Acceptance Criteria. If any of them do not meet the applicable Acceptance Criteria, Endava will notify Supplier, specifying its reasons in reasonable detail, and Supplier will, at no additional cost to Endava, within ten (10) days of notification by Endava (or such other time period as specified in Contract or Order) (the "**Correction Period**"), conform the Services to the applicable Acceptance Criteria and submit corrected Services to Endava to re-perform Acceptance test.

If at the end of the Correction Period, the applicable Services still does not meet the Acceptance Criteria, Endava may, at its option and without obligation or liability of any kind: (a) terminate this GTC, in whole or in part, and receive a prompt refund of all Price for the portion of this GTC so terminated and any Services the utility of which is dependent on such rejected Service, or (b) extend the time for Supplier to correct the affected Service by an amount of time determined in Endava sole and absolute discretion. If following any extension granted by Endava, the Services still do not meet the applicable Acceptance Criteria, Endava may implement its rights under clause (a) above.

When a Service provided to Endava for review is determined by Endava to meet the applicable Acceptance Criteria, Endava will notify Supplier in writing of its Acceptance. Any acceptance by Endava shall not mean that Endava has varied or waived any rights under this GTC.

Without limiting any of Endava other rights and/or remedies, if, during the Defect Rectification Period, Endava brings a Defect in any Service to Supplier's attention, Supplier will take such actions as are required to remedy the Defect as soon as possible and at least within twenty (20) Business Days after it learns of such Defect.

### 24 MILESTONES



Supplier shall achieve all Milestones in accordance with the Order. In respect of any failure to achieve any Milestone, Supplier will:

- d) mitigate the impact of such failure;
- e) promptly propose an appropriate, written corrective action plan with respect to such failure and, subject to Endava's approval (which shall not be unreasonably withheld or delayed), proceed diligently to execute such action plan; and
- f) to the extent possible, take appropriate preventive measures so the failures do not recur.

## **APPENDIX C - SUPPLY OF SOFTWARE**

### **25 SUPPLY OF SOFTWARE**

The Supplier shall supply the Software on the date or within the time period stated in Contract or Order, in accordance with GTC.

Where Supplier is required to provide Documentation to Endava, as stated on Contract or Order, such Documentation shall be provided at the Supplier cost, in legible form and in such format as Endava reasonably requests. For the avoidance of doubt, Endava shall be able to make as many copies of the Documentation as required for its business purposes and for the users of the Software.

### **26 LICENCE**

The Supplier hereby grants to the Endava a worldwide, perpetual, irrevocable, transferable and sublicensable, non-exclusive, royalty-free license to use the Software and Documentation for such purposes as set out in the Contract or Order.

### **27 WARRANTIES AND WARRANTY PERIOD**

The Supplier warrants and represents on an ongoing basis that:

- (a) The Software will be free from all Viruses and other contaminants.
- (b) Any Documentation shall be up to date and include a complete and accurate description of the Software including its operation, features, functionality and performance and shall enable Endava users to use the Software;
- (c) Software will not include, or require for its use, any Open Source Software without Endava express prior written consent in each instance;
- (d) No additional Software or licenses are required for the effective use of the Software, including, without limitation, for effective use of any database components thereof; and
- (e) To the extent that the Software is used in conjunction with a web browser, no plug-ins or non-standard browser components are required for the effective use of the Software.

The Supplier warrants on an ongoing basis, that from the date of delivery throughout the Software Warranty Period:

- (a) Operate and perform at all times on the Endava hardware on which the Software is installed, networks and environments and in accordance with its specifications and the Documentation;
- (b) Be materially free from Defects and errors; and
- (c) Shall not and will not contain any Virus or will not introduce any Virus in the Endava's systems.

Without prejudice to any rights that Endava has under Contract, Order or this GTC, at law or in equity, in the event that the Software does not comply with the Warranties set out in this clause, during the Software Warranty Period, Endava shall notify Supplier of such non-compliance and elect to:

- (a) Request for the Supplier to correct the non-conformity within a timeframe set by Endava in its absolute sole discretion, such timeframe to be no less than 5 days, unless otherwise agreed between the Parties; or
- (b) Upon providing the Supplier with seven days written notice, terminate the Contract, Order or GTC, and receive a pro-rata refund of any Price or charges pre-paid for a duration of time, that was not received.

### **28 ENDAVA OBLIGATIONS**

The Endava shall not modify or otherwise change the Software without Supplier's prior written consent.

The Endava shall not remove or tamper with any proprietary information or trademark notices appearing on any Documentation or Software supplied to it by Supplier at any time.

### **29 INDEMNITIES**

Supplier shall indemnify the Endava against all costs, Losses, damages, and expenses arising out of or in connection with any claim made against the Endava by a third party alleging that use of the Software infringes that third party's IPR.

### **30 ESCROW**

When required per applicable law, if requested by Endava at any time during the term of this GTC, Supplier shall, as soon as reasonably practicable, enter into a National Computer Centre (NCC) Escrow Agreement in relation to the Source Code for the Software.