

# ONE PLM

Digital Transformation

## Quotation

Ref: FOIA Section  
43 Commercial

Monday, 20 February 2023

UK Research and Innovation

(Science & Technology Facilities Council - Didcot)

Quotation ref: FOIA Dated: Monday, 20 February 2023

Prepared for: FOIA

UK Research and Innovation
UKRI C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
SN2 1UH

End User: Science & Technology Facilities Council - Didcot

OnePLM is pleased to offer a quotation to supply the following products and services:

Table with 5 columns: Qty, Code, Description, Item Cost, Total Cost. It lists four items of Teamcenter software and maintenance, with a total price of £70,950.

Valid until: 20 March 2023

Finance Options
Finance options are available, speak to your Account Manager for more information.

Multiyear Maintenance Contracts
Multiyear software maintenance contracts are for the full duration and cannot be cancelled.

Standard terms and Conditions Apply
Company registered in England No: 10884951

Authorised by:

FOIA Section 40 Personal Information

E&OE | All Prices quoted exclude VAT

## Terms and conditions of sale

### Appendix 1

The following are the terms and conditions of the Sales Quotation **42303a** ("Sales Quotation") made by and between OnePLM Limited (Company Number 10884951) and **UK Research and Innovation** ("Client") which will govern Client's purchase of resale software and services from OnePLM. For the avoidance of doubt, these terms and conditions shall only apply to the resale of the Third Party Supplier's Software and Services and references to this Sales Quotation shall for the purposes of these terms and conditions mean that element of the Sales Quotation which relates to such resale.

**1. Software and Services.** OnePLM and its Affiliates have a resale relationship with Siemens Industry Software Limited ("Third Party Supplier"). As part of such arrangement, OnePLM is able to resell the Third Party Supplier's software ("Software") and Third Party Supplier services ("Services") and may receive discounts or rebates from the Third Party Suppliers in connection with the sale of such Software or Services. Software and Services are sold by OnePLM as a reseller under the terms and conditions established by the Third Party Supplier. All Software and Services are provided subject to the Third Party Supplier's applicable terms, which shall constitute an agreement between Client and the Third Party Supplier only, and not OnePLM, and which Client may be required to execute or accept as a condition of the sale. Third Party Suppliers are independent contractors and shall not be deemed employees, agents, subcontractors or authorised representatives, partners or joint ventures of OnePLM.

**2. Sales Quotations.** OnePLM will order or provide the Software and Services specified on this Sales Quotation that has been accepted by both Client and OnePLM. Client accepts this Sales Quotation by signing this Sales Quotation. OnePLM accepts this Sales Quotation if it signs it, provides an electronic acceptance of this Sales Quotation, or to the extent that OnePLM orders or provides Software or Services pursuant to this Sales Quotation. OnePLM's obligation to fulfil this Sales Quotation is expressly limited to the quantities, descriptions, delivery locations, transaction-specific terms, and pricing of Software and Services specified in this Sales Quotation, except that (a) where Third Party Supplier requests to substitute Software, OnePLM may make such substitution upon written notice of approval from Client; and (b) Client may change the location where Software is to be delivered by written notice to OnePLM, subject to acceptance by OnePLM. This Sales Quotation shall be subject to these terms and conditions, in its entirety without addition, modification or exception. Any term, condition or proposal submitted by Client in a purchase order or otherwise (whether orally or in writing) which is inconsistent with or in addition to the terms and conditions of this Sales Quotation is specifically rejected by OnePLM and will be of no force or effect. OnePLM's silence or failure to respond to any such subsequent or different term, condition or proposal, or signature by any other individual, shall not be deemed to be OnePLM's acceptance or approval thereof. This Sales Quotation constitutes the entire agreement between the parties regarding the purchase of the Software and Services which are the subject of this Sales Quotation from OnePLM and supersedes and replaces any previous communications, representations or agreements.

**3. Prices and Payment.** OnePLM will invoice Client for Software and Services upon acceptance of the Sales Quotation. Client agrees to pay as invoiced the total purchase price for the Software and Services agreed in this Sales Quotation, plus Billable Taxes (as defined in clause 4) and applicable delivery and insurance charges. Payment in full is due within 30 days of the invoice date. Client will be deemed to have received any invoice sent electronically or by facsimile when it is transmitted. Interest on any payment or part thereof past due will accrue at the lower of the rate of 1.5% per month or the maximum rate allowed by law. Client will be responsible for OnePLM's costs of collection for any payment default, including court costs, filing fees and attorneys' fees. In addition, if payments are not received as

described above, OnePLM reserves the right to suspend further deliveries under this Sales Quotation or any other order until payment is received. Any amounts associated with any Software or Services, including any Billable Taxes, will be collected by OnePLM solely in its capacity as an independent reseller of such Software or Service.

#### 4. Taxes.

**a.** The price of Software and Services shall be exclusive of any applicable taxes including but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, and other similar taxes or duties ("Indirect Taxes"). In addition to the purchase price, Client shall pay or reimburse OnePLM for Indirect Taxes, property taxes and all other similar taxes, local fees or charges imposed by any applicable governmental entity for Software and/or Services provided under this Sales Quotation (collectively, "Billable Taxes"), unless Client has provided OnePLM with a valid exemption certificate for the applicable jurisdiction.

**b.** Where OnePLM is required by prevailing legislation to apply Indirect Taxes in respect to any Software or Service resold by OnePLM to Client, OnePLM shall provide Client with a relevant invoice that specifically states the value of Indirect Taxes payable at the rate prevailing at the time of issuing valid invoice(s). Where Client is permitted by prevailing legislation to recover or obtain relief from such Indirect Taxes, OnePLM shall endeavour to ensure that such invoices meet all the necessary conditions required by prevailing legislation to allow Client to recover or obtain relief from such Indirect Taxes. Client shall pay to OnePLM the value of the invoice plus any Billable Taxes.

**c.** If OnePLM has incorrectly overcharged Billable Taxes to Client, then OnePLM shall correct the invoice within 60 business days of such an error being discovered and notified to OnePLM, and credit to Client any Billable Taxes.

**d.** If OnePLM has incorrectly undercharged Billable Taxes to Client, then OnePLM shall correct the invoice within 60 business days of such an error being discovered and notified to OnePLM, and charge to Client any Billable Taxes plus any applicable interest, but not penalties, charged by a taxing authority.

**e.** In the event that a withholding tax is payable by Client in respect of the price, Client shall be required to "gross up" the amount of such payment and shall pay the total amount reflected on the invoice. Client will provide to OnePLM evidence that Client has remitted to the relevant authority the sum withheld within 30 days of payment to the relevant authority. Client agrees to pay such taxes unless Client has provided OnePLM a valid exemption certificate for the applicable jurisdiction. In the event that a double taxation treaty applies and provides for a reduced withholding tax rate, Client shall only withhold and pay the reduced tax on behalf and for the account of OnePLM, if an appropriate certificate is issued by the competent tax authority and provided by OnePLM to Client.

**f.** Client agrees to reimburse and hold OnePLM harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client to pay under this clause 4.

**g.** OnePLM agrees to reimburse and hold Client harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of OnePLM to pay under this clause 4.

**h.** Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, applicable social taxes, and for taxes on any property it owns or leases. Subject to the above, the price of Software and Services shall be exclusive of all such taxes, duties and levies. In the event that any taxes become chargeable or payable by OnePLM or Client that have not been provided for in this Sales Quotation, OnePLM and Client will agree the relevant steps to be taken with regard to such taxes at the appropriate time.

**i.** The parties will cooperate in good faith to minimize taxes to the extent legally permissible including, if available, acceptance of electronic delivery of Software with no media backup.

**5. Delivery and Risk of Loss.** Shipment and delivery of Software and Services will be in accordance with the applicable terms and conditions and availability schedule of the Third Party Supplier and its distributors and resellers that supply OnePLM. Title and risk of loss will each pass to Client from OnePLM immediately after transferring to OnePLM. Notwithstanding anything in this paragraph, title to all licensed intellectual property remains with the applicable licensor(s), and Client rights and obligations related to all such intellectual property are contained in the license agreement between Client and the licensor(s).

**6. Order Changes, Cancellations and Returns.** Any order changes, cancellations or returns of Software or Services will be governed by the applicable Third Party Supplier policies. Client will be responsible for any fees, penalties or other amounts payable by OnePLM or Client to any third party as a result of any order change, cancellation or return.

**7. Availability.** All orders are subject to the availability of underlying Software and Services. OnePLM will use commercially reasonable endeavours to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages incurred as a result of delays or the failure to meet a stated delivery schedule. All terms related to delivery of Software and Services shall be those provided by the Third Party Supplier.

**8. Limited Warranty.** All Software and Services are provided on an “as is” basis without warranty of any kind, either express or implied, from OnePLM or its Affiliates. Client may be eligible for any Third Party Supplier’s warranties, indemnities or other commitments made by such Third Party Supplier with respect to any Software or Services and OnePLM will provide commercially reasonable assistance to Client in enforcement thereof. OnePLM is not obligated to provide services or support for any Software or Services. OnePLM accepts no liability for any claims arising out of any act or omission, including negligence, by any Third Party Supplier, including delays in shipping or delivery of non-functional or incorrect Software or Services. In purchasing the Software, Client is relying on the Third Party Supplier’s specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Software that may be provided by OnePLM or its Affiliates.

**9. Disclaimer of Warranty.** Except as expressly set forth in this Sales Quotation or in Client’s agreement with the Third Party Supplier and subject to applicable law, Client agrees that the foregoing warranties are in lieu of all other warranties, express or implied, and Client’s sole and exclusive remedies. OnePLM, its Affiliates, third party suppliers, agents and subcontractors make no other, and expressly disclaim all other, representations, warranties, conditions or covenants, either express or implied (including any express or implied warranties or conditions of fitness for a particular purpose, merchantability, durability, title, accuracy or non-infringement) arising out of or related to this Sales Quotation, including any warranty relating to Software or Services, any warranty with respect to the performance of any hardware or software and any warranty concerning the results to be obtained from the Software.

**10. Limitation of Liability.** OnePLM, its Affiliates and its or their third party suppliers, subcontractors and agents will not be liable (whether in contract, tort (including negligence), misrepresentation or otherwise, and even if advised of the possibility of such damage) for any: (a) loss of revenue, profits, savings, operational efficiency, use or information, arising out of or in connection with this Sales Quotation, or (b) any special, indirect, incidental, punitive or consequential loss, damage, cost or expense arising out of or in connection with this Sales Quotation, or (c) claims, demands or actions against Client by any third party, including claims related to this Sales Quotation, or (d) loss or claims arising out of or in connection with Client’s implementation of any conclusions or recommendations by OnePLM or its Affiliates based on, resulting from, arising out of or otherwise related to this Sales Quotation, or (e) unavailability of the Software for use or any lost, damaged or corrupted data or software. OnePLM’s total liability to Client in respect of all other losses arising under or in connection with this Sales Quotation, whether in contract, tort (including negligence),

breach of statutory duty, or otherwise, shall not exceed the amount paid for the Software or Service. Client expressly waives any claim that it may have against OnePLM, its Affiliates, agents, subcontractors or third party supplier based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret, trade mark or other intellectual property rights with respect to any Software or Service. No action arising out of or related to this Sales Quotation may be brought by Client more than two years after the damage, loss or expense occurred. The parties agree that the limitations of liability in this clause are fair and reasonable and do not deprive either party of its essential purpose or an adequate remedy. This clause shall not be construed to limit any of Client’s rights in an agreement between client and the applicable Third Party Supplier. Nothing in this clause shall operate to limit or exclude OnePLM’s or its Affiliates’ liability for: (a) death or personal injury caused by its or their negligence, or the negligence of its or their employees, agents or subcontractors; or (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

**11. Limitations on Use.** Client agrees and represents that Client is buying Software for Client’s own internal use and not for resale. Software resold by OnePLM are not designed for use in life support, life sustaining, nuclear systems or other applications in which failure of such Software or Services could reasonably be expected to result in personal injury, loss of life or property damage. Use in any such applications is at the Client’s sole risk.

**12. Confidential Information and Personal Data.** Each party may be given access to information (in any form) that relates to the other’s past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the disclosing party as confidential information or which a reasonable person would deem to be confidential under the circumstances, excluding Personal Data (“Confidential Information”). Confidential Information may only be used by the receiving party in connection with the Software and Services offered or purchased under this Sales Quotation and otherwise as reasonably needed to perform its obligations under this Sales Quotation. OnePLM may disclose Confidential Information concerning Client to the Third Party Supplier if it is bound by written obligations of confidentiality no less protective than the terms of this Sales Quotation for purposes of selling or providing Software or Services to Client, including pre-sales and post-sales activities. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to OnePLM and Client personnel (including such personnel employed by their respective affiliates) and subcontractors engaged in the performance, management, receipt or use of the Software or Services under this Sales Quotation, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Sales Quotation. Nothing in this Sales Quotation will prohibit or limit either party’s use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of the information, (iii) acquired by it from a third party which was not, to the receiver’s knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Sales Quotation.

**13.** Each party will exercise commercially reasonable endeavours not to disclose any Personal Data to the other party and to restrict the other party’s access to its Personal Data, but if a party is given access to the other party’s Personal Data, the receiving party will protect such Personal Data using a reasonable standard of care against unauthorized access, use, alteration, destruction, loss or disclosure. With respect to Client Personal Data that OnePLM may incidentally have access to, Client remains the data controller and OnePLM shall be its data processor. The parties shall comply with their respective

obligations under all applicable laws relating to data privacy, information security or security breach notification (together, the “Data Privacy Laws”). “Personal Data” shall have the meaning given it in the Data Privacy Laws.

**14. Assignment.** Neither OnePLM nor Client will assign this Sales Quotation to any third party without the other party’s prior written consent, except that OnePLM may assign this Sales Quotation to an Affiliate. Subject to the restrictions in assignment contained in this provision, this Sales Quotation will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

**15. Force Majeure.** OnePLM will not be responsible for any delays in delivery or failure to perform that may result from any circumstances beyond OnePLM’s reasonable control, including as a result of carrier delays, fire, severe weather conditions, failure of power, epidemics, labour problems, acts of war, terrorism, embargoes, acts of God or acts or laws of any government or agency.

**16. Termination and Survival.** Either party may immediately terminate this Sales Quotation if the other party stops payment of its debts generally or ceases to carry on its business or substantially the whole of its business, or, if any order is made, or any effective resolution is passed, or any voluntary or involuntary proceeding is commenced by or against such party seeking winding-up, liquidation, receivership, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect, and such proceeding is not dismissed within 60 days. The parties agree that all terms and conditions of this Sales Quotation which by their sense or nature should be deemed to survive termination of this Sales Quotation will be deemed to so survive.

**17. Governing Law.** This Sales Quotation and all non-contractual obligations arising under or in connection with this Sales Quotation will be governed by English law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Sales Quotation. Both parties to this Sales Quotation specifically agree to submit to the exclusive jurisdiction of the English courts in any dispute arising out of or relating to this Sales Quotation.

**18. Compliance with Export and Other Laws.** Each party will retain responsibility for its compliance with all applicable laws, including export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties. OnePLM will only sell or provide Software and Services to Client at locations within the United Kingdom. OnePLM shall not be, and shall not be required by the terms of this Sales Quotation to be, directly or indirectly involved in the import (other than the import into the United Kingdom for the resale), export, re-export, or transfer (physically or electronically) of Software, Services or any related parts, components, accessories, know-how or technical data (“Materials”). Client acknowledges that transfers of Materials may be subject to any and all licenses, permits, export license exceptions or other authorisations (collectively, “Export Authorisations”). Client agrees to (i) comply with any and all Export Authorisations; (ii) expressly assume responsibility for determining licensing requirements and obtaining license authority; (iii) appoint a local agent and provide the local agent with a power of attorney or other written authorisation, as applicable; and (iv) satisfy any other formalities required to import, export, re-export or transfer (physically or electronically) the Materials. Without limitation of the foregoing, Client shall comply with all applicable European Union and United Kingdom and other countries’ export control and economic sanctions laws, including U.S. export laws and regulations and economic sanctions programs, in performance of this Sales Quotation and in the import, export, re-export, or transfer of Materials. Client shall not export, re-export or otherwise transfer Materials or Services to any restricted countries or restricted parties.

**19. Rules of Construction and Definitions.** An “Affiliate” is any entity controlling, controlled by or under common control with OnePLM. The headings in this Sales Quotation are for reference purposes only and will not affect in any way the meaning or interpretation of this Sales Quotation. As used in this Sales Quotation, unless otherwise provided to the contrary, (a) all references to days, months or quarters will be deemed references to calendar days, months or quarters and (b) any reference to a “clause”, will be deemed to refer to a clause of this Sales Quotation. Unless the context otherwise requires, as used in this Sales Quotation, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words “hereof”, “herein” and “hereunder” and words of similar import referring to this Sales Quotation refer to this Sales Quotation as a whole and not to any particular provision of this Sales Quotation. Whenever the words “include”, “includes” or “including” are used in this Sales Quotation, they will be deemed to be followed by the words “without limitation”.

**20. Miscellaneous.** Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between OnePLM and Client is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Sales Quotation is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. The Contracts (Rights of Third Parties Act) 1999 shall not apply to this Sales Quotation. Notices to be provided under this Sales Quotation must be in writing. This Sales Quotation transmitted by facsimile machine or other electronic means, will be treated in all manner and respects as an original document.

**21. Services Cancellation Policy**

OnePLM reserves the right to cancel or alter dates of services. In the event of cancellation, bookings will normally be transferred to the next available course or day, unless specifically requested otherwise.

**a. Training Cancellation.**

If you wish to cancel, written confirmation must be received 2 weeks prior to the course start date. The following charges will become payable for late notification or cancellation:

- 2 or more weeks before the course start date: no charge.
- Less than 2 weeks before the course start date: 50% of course fee.
- Within a week of the course start date: 75% of the course fee.
- Within a 24hrs of the course start date: 100% of the course fee.

**b. Consultancy Cancellation.**

If you wish to cancel, written confirmation must be received 2 weeks prior to the consultation start date. The following charges will become payable for late notification of cancellation.

- 2 or more weeks before the start date: no charge.
- Less than 2 weeks before the start date: 25% of the fee.
- Within a week of the start date: 50% of the fee.
- Within a 24hrs of the start date: 100% of the fee.

In the event of cancellation or postponement, the original project milestones cannot be guaranteed and could result in project rescoping, end date slippage and potentially the whole project rescheduling. As a result a change request will be needed to cover additional effort, if the project contingency fund is not sufficient.

**23. Services Policy**

All services will expire 12 months from invoice date.

## Appendix 2

"OnePLM Affiliate" means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with OnePLM and "control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.

### 1. Introduction

These are the terms and conditions of the Sales Quotation **42303a** made by and between OnePLM and **UK Research and Innovation** ("Sales Quotation") which will govern the provision of OnePLM's services as referred to in the Sales Quotation. For the avoidance of doubt, the provision by OnePLM of resale software or resale services shall be provided under separate terms attached to the Sales Quotation, and references to the Sales Quotation shall for the purposes of these terms and conditions mean that element of the Sales Quotation which relates to the provision of OnePLM's services (and not to provision by OnePLM of resale software or resale services or to Appendix 1 of the Sales Quotation). The services and deliverables (excluding resale software and resale services) which OnePLM shall perform for the Client as detailed in the Sales Quotation shall be referred to as the "Services" and the "Deliverables" respectively. The output of the activities being undertaken by OnePLM (the Services and the Deliverables together or any component of them) is referred to as the "Work". The Sales Quotation (excluding, for the avoidance of doubt, Appendix 1 and such element of the Sales Quotation as relates to resale software and resale services) and this Appendix 2 shall collectively be referred to as the "Contract". The terms of the Sales Quotation (excluding Appendices 1 and 2) shall prevail if there is a conflict between the Sales Quotation and this Appendix 2. OnePLM and the Client acknowledge that the successful provision of the Work is the joint responsibility of both parties and recognise that we must both use reasonable endeavours to meet agreed target dates.

### 2. Payment and Taxes

**2.1** All fees and expenses will be charged monthly in advance or as otherwise specified in the Sales Quotation and are payable within 30 days of the date of OnePLM's invoice. Late payment interest will be payable on OnePLM's invoices at the statutory rate of interest. If there is a good faith dispute relating to a portion of an invoice, the undisputed portion shall be paid as set out above and late payment interest will apply for disputed sums resolved as payable.

**2.2** OnePLM's fees do not include applicable taxes. The Client will be responsible for payment of all taxes in connection with the Contract including, but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, withholding, and other similar taxes or duties, including taxes incurred on transactions between and among OnePLM, OnePLM Affiliates, and third party subcontractors. If work for the Client requires that personnel perform services outside the city, state, province, or country in which such personnel are based, the Client will reimburse OnePLM for increased tax and administrative costs incurred by OnePLM and/or its personnel. Each party will be responsible for its own income taxes, employment taxes and property taxes.

### 3. Confidentiality

**3.1** The Client and OnePLM each agree to keep confidential and not to disclose to any third party (other than to the Permitted Recipients (as defined below), under equivalent obligations of confidentiality) any information relating to the other's past, present and future research, development, business activities, products, services and technical knowledge, disclosed in connection with the Services and/or Deliverables and which is identified by the disclosing party as confidential information or which a reasonable person would deem to be confidential under the circumstances ("Confidential Information"). The Client and OnePLM each agrees (a) not to make use of any Confidential Information of the other party for any purpose other than (i) in

connection with the Work or (ii) as required by law or the rules or regulations of a recognised stock exchange or listing authority on which shares in the Client or in OnePLM or any member of the OnePLM Group respectively are traded, and (b) not to copy or reproduce any Confidential Information without the disclosing party's prior written consent except as reasonably needed to perform its obligations under the Contract. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. "Permitted Recipients" means personnel of OnePLM (including OnePLM Affiliates and OnePLM subcontractors) or the Client who are engaged in the performance, management, receipt or use of the Work as well as the recipient's auditors and professional advisers.

**3.2** The obligations of confidentiality and non-use set out in this clause 3 shall not apply to any Confidential Information where the recipient can demonstrate that the Confidential Information concerned: (i) is or becomes publicly known through no breach of this clause 3; (ii) is lawfully received from an independent third party which was not, to the recipient's knowledge, under an obligation not to disclose such information; (iii) is already known to the recipient with no obligation of confidentiality at the date it was disclosed by or obtained from the disclosing party; (iv) is disclosed without restriction by the disclosing party to any third party; or (v) is independently developed by or for it without use of the Confidential Information.

### 4. Remedies and Liabilities

**4.1** Before exercising any rights, the Client agrees to give OnePLM a reasonable opportunity to remedy any breach by OnePLM of its obligations under the Contract.

**4.2** Neither party excludes or limits liability which cannot lawfully be excluded or limited including liability for death or injury caused by negligence.

**4.3** Subject to clause 4.2, each party limits its liability to the other for physical damage or loss to the other's tangible property which is caused by the negligence of the first party or its employees to an aggregate maximum amount of one hundred and fifty percent (150%) of the total fees paid or payable to OnePLM in respect of the Work.

**4.4** Subject to clauses 4.2, 4.3 and 4.5, each party's total liability (howsoever arising) in connection with the Work (or any part thereof) or otherwise arising in connection with the Contract (and in each case whether in contract, tort (including negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising) shall not exceed in aggregate an amount equivalent to the total fees paid or payable to OnePLM in respect of the Work. The limitations in clauses 4.4 and 4.5 will not apply to the Client's non-performance, in whole or in part, of its payment obligations pursuant to the Contract.

**4.5** Subject to clause 4.2, neither party will be liable in connection with the Work (whether in contract, tort (including negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising) (i) for business interruption, loss of profits, loss of production, loss of or corruption to data, loss of or corruption to software, loss of business, loss of revenue, loss of operation time, loss of goodwill or reputation, loss of anticipated savings, loss of competitive advantage, loss of opportunity, wasted management time or any claims by third parties, in each case whether direct or indirect, or (ii) to give an account of profits to the other, or (iii) for any special, indirect, incidental, punitive or consequential loss, damage, cost or expense.

**4.6** Subject to clause 4.2, any action by either party relating to or arising out of the Contract must be brought within two (2) years.

**4.7** OnePLM will have no responsibility for the performance of other advisors, contractors or vendors engaged by the Client, or delays caused by them, in connection with the Work even if OnePLM has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work.

### 5. Warranties and Indemnities

**5.1** OnePLM warrants that the Services will be provided with reasonable skill and care. OnePLM will re-perform any Services not in



compliance with this warranty brought to its attention within thirty (30) days after that work is performed.

**5.2** The express obligations and warranties made by OnePLM in the Contract are in place of and to the exclusion (to the fullest extent permitted by law) of any other warranty, condition, term, representation or undertaking of any kind, express or implied, statutory or otherwise, including (without limitation) as to the condition, performance, fitness for purpose or satisfactory quality of the Work or any part thereof.

**5.3** The Client shall defend, indemnify and hold harmless OnePLM and its directors, shareholders and employees and the OnePLM Affiliates from and against any and all claims made by third parties for damages, losses, expenses or costs (including legal fees and expenses) arising out of or in connection directly or indirectly with the Work, provided that OnePLM (a) allows the Client conduct of the defence of such claim, including any settlement, (b) makes no admission of liability or other prejudicial statement, and does not agree to any settlement or compromise, (c) notifies the Client promptly of any claim and (d) at OnePLM's expense, gives the Client all reasonable assistance in connection with the defence of the claim.

## 6. Intellectual Property Rights

**6.1** The patents, copyright, design rights, TRADEMARKS and trade names (whether registered or unregistered), moral rights and database rights and all other proprietary rights (whether existing now or in the future, existing anywhere in the world, and any analogous rights in any jurisdiction, including applications for the grant of any such rights or the right to apply for the same) in all computer programs, documentation and other materials as well as in any idea, method, invention, discovery, design, concept or other work arising in the Deliverables or otherwise from OnePLM's performance of the Services (whether conceived or developed individually or jointly with the Client and others) and any modifications or enhancements to the same (whether conceived or developed by OnePLM and/or the Client and/or a third party) (the "IPR") shall belong to and be the absolute property of OnePLM. At the request and expense of OnePLM, the Client will do all such things and sign all documents reasonably necessary to enable OnePLM to obtain all such rights in the IPR.

**6.2** Subject to the payment of all fees and expenses due to OnePLM for the Services, OnePLM will grant to the Client a perpetual, non-transferable, non-exclusive, royalty-free licence to use the Deliverables for the Client's own internal business use only.

**6.3** The Client acknowledges that in the course of its performance of the Services and/or production of the Deliverables, OnePLM may use know-how, products, materials or methodologies proprietary to OnePLM or a third party and/or OnePLM may produce proprietary materials or methodologies that are not part of the Deliverables. The Client agrees that it will not have nor obtain rights in such know-how, products, materials and methodologies except pursuant to a separate written agreement on terms to be agreed and the Client agrees to maintain the confidentiality of such items.

**6.4** In no event shall OnePLM be precluded from independently developing for itself or for others anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables. In addition, OnePLM will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques that are acquired or used in the course of providing the Services.

## 7. Responsibilities

**7.1** The Client agrees to provide OnePLM promptly with accurate and complete information concerning the Client's activities, decisions and approvals relevant to the Services and/or the Deliverables and to fulfil any dependencies set out in the Contract (the "Dependencies"). If any of OnePLM's personnel work on the Client's premises to perform the Work, the Client will provide such personnel with suitable office accommodation and services, and full and free access to any required computing and ancillary facilities. The Client has sole responsibility for (a) informing OnePLM personnel of the requirements of the Client's

health and safety policy, and (b) ensuring that any part of the Client's premises used or accessed by OnePLM personnel complies with applicable Health and Safety law or regulation.

**7.2** The Client acknowledges that should (a) the Client fail to perform any of its obligations (including a failure to fulfil the Dependencies) in a timely manner, or (b) any of the assumptions made by OnePLM, as set out in the Contract, prove to be inaccurate or incorrect, this may result in OnePLM being unable to provide the Services or the Deliverables (or any of them) by the date, or for the fees, envisaged in the Contract. In such circumstances, OnePLM shall have no liability in respect of such delay and the Client shall grant to OnePLM such additional time as is reasonable to provide the Services and/or the relevant Deliverables, as the case maybe, and shall pay to OnePLM any additional fees necessary to compensate OnePLM for any necessary additional work or costs.

**7.3** The Client shall be responsible (a) for its operation and use of the Services and the Deliverables; (b) for ensuring that the scope of the Services and the Deliverables meets the Client's requirements; (c) for obtaining all necessary consents from third parties, including (without limitation) the necessary third party rights to use software, that are required for OnePLM to perform its obligations in relation to the Services and/or Deliverables; and (d) for its compliance with all applicable laws and regulations and for ensuring the compliance of the Services and Deliverables with all laws applicable to the Client and its business. Additionally, the Client acknowledges that nothing in the Contract shall require OnePLM to give legal or regulatory advice in respect of the Services or otherwise. Nothing in the Contract shall require OnePLM to do anything which requires a regulatory licence, registration or certification.

**7.4** Each party shall retain responsibility for its compliance with all applicable law and regulation, including export control laws and economic sanctions programs relating to its respective business, facilities, and provision of services to third parties. OnePLM shall not be required by the terms of the Contract to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs if performed by OnePLM. Prior to providing to OnePLM any goods, software, services and/or technical data subject to export controls controlled at a level other than EAR99/AT, the Client shall provide written notice to OnePLM specifying the nature of the controls and any relevant export control classification numbers. OnePLM may decline to receive goods, software, services and/or technical data subject to export controls at a level other than EAR99/AT.

## 8. Force Majeure

Neither party will be liable for any delay in performing or failure to perform its obligations if such failure or delay is as a result of causes outside that party's reasonable control (such causes being referred to as an "event of Force Majeure"). If the event of Force Majeure persists for a period of 10 business days or more, either party shall be entitled to terminate the Contract without liability. The Client shall pay OnePLM for all Work performed up to the date of such termination. Client acknowledges that Deliverables and/or Services will be work in progress and may not be in a finished state.

## 9. Recruitment of Personnel

Neither party will for the duration of the Work and for a period of 6 months after termination of the Work (for whatever reason), directly or indirectly solicit for employment, nor offer employment to, nor engage or solicit the services (whether as a contractor or otherwise) of any person (the "Prohibited Activity") who, at the time of such Prohibited Activity or during a period of 6 months immediately preceding such Prohibited Activity, was employed by the other party (or an affiliate of such party) and during such 6 month period had direct or material involvement in the provision or receipt (as applicable) of the Work or had material dealings with the personnel of the first party in connection with the Work. However, this clause 9 shall not apply to personnel who independently respond to indirect

solicitations (such as general newspaper advertisements, employment agency referrals, internet postings and contact initiated through social media by such individual) not targeting such personnel.

#### 10. Termination

10.1 Either party may terminate the Contract with immediate effect by written notice if the other commits a material breach of the Contract and, in the case of a breach capable of remedy, fails substantially to remedy it within 30 days of receipt of a written notice specifying the breach and containing a warning of an intention to terminate if the breach is not remedied. Additionally, if the breach relates to non-payment of fees by the Client, OnePLM may, without waiving its right to terminate and without thereby incurring any liability to the Client, instead suspend the provision of the work until it has received payment.

10.2 OnePLM may terminate the Contract in the event that (a) the Client makes a general assignment for the benefit of creditors, (b) the Client becomes or is unable to pay debts as they fall due, (c) a trustee, custodian or receiver is appointed by any court with respect to the Client or any substantial part of the Client's assets, (d) an action is taken by or against the Client under any bankruptcy or insolvency laws or laws relating to the relief of debtors and such action is not dismissed within 30 days of commencement of the action, or (e) the Client is the subject of a winding up petition which is not dismissed within 5 business days, or a resolution is passed for its winding up.

#### 11. Third Party Rights

Nothing in the Contract is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce a term of the Contract, except where such rights are expressly granted by clause 5.4. The rights of the parties to terminate rescind or agree any variation, waiver or settlement under the Contract is not subject to the consent of any person that is not a party to the Contract.

#### 12. Entire Agreement

The Contract constitutes the entire agreement between the Client and OnePLM relating to the Work and supersedes all previous communications, representations and arrangements, written or oral, except in respect of any fraudulent misrepresentation made by either party. The Client confirms that it has placed no reliance on any representation made but not embodied in the Contract. The Sales Quotation shall be subject to these terms and conditions in their entirety, without addition, modification or exception. The printed terms of any purchase order or other communications issued by the Client in connection with the Work will not apply and are specifically rejected by OnePLM. OnePLM's silence or failure to respond to any subsequent or different term, condition or proposal, or signature by any other individual, shall not be deemed to be OnePLM's acceptance or approval thereof. The Contract may be executed in any number of counterparts, each of which will be considered an original, and all of which when taken together will constitute one agreement binding on the parties.

#### 13. Affiliates and Assignment

13.1 In providing the Services, OnePLM may use personnel from OnePLM and/or any other member of the OnePLM Group.

13.2 Neither party may assign its rights or obligations hereunder, except that OnePLM may assign or novate (as appropriate) OnePLM's rights, benefits and/or obligations under the Contract to any OnePLM Affiliate. The Client undertakes that should OnePLM or any member of the OnePLM Group need to execute a novation rather than an assignment, to an entity contemplated in this clause, the Client shall execute a deed of novation.

#### 14. Data Privacy

14.1 The parties shall comply with their respective obligations as the data controller and the data processor under the Data Protection Act 1998 and any other applicable data protection laws and regulations (together, the "Data Privacy Laws") in connection with the Contract.

14.2 The parties acknowledge that, in respect of all personal data controlled by the Client and processed by OnePLM for the purpose of

the provision of the Services: (a) the Client alone shall determine the purposes for which and the manner in which such personal data will be processed (as defined in the Data Privacy Laws) by OnePLM; (b) the Client shall be the data controller (as defined in the Data Privacy Laws); and (c) OnePLM shall be the data processor (as defined in the Data Privacy Laws).

14.3 Where, in connection with the Contract, OnePLM, as a data processor, processes personal data on behalf of the Client, OnePLM shall: (a) process those personal data only on written instructions of the Client and to the extent reasonably necessary for the performance of the Contract; (b) not disclose those personal data to any person except as required or permitted by the Contract or with the Client's written consent; (c) implement appropriate technical and organisational measures, as specified by the Client in advance, to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing. To the extent such technical and organisational measures have not been established by the Client, OnePLM will maintain safeguards no less rigorous than those maintained by OnePLM for its own similar personal data. The Client will be responsible for the sufficiency of such policies and safeguards.

14.4 Any change in the Services required by law or regulation that increases OnePLM's costs and expenses with respect to compliance with this clause will be subject to the operation of clause 15.

14.5 OnePLM may retain archival copies of Client data as reasonably necessary to verify OnePLM's compliance with the Contract.

14.6 OnePLM may, as a result of the Contract and its dealings with the Client, come to possess personal data in relation to the Client's employees, directors, officers and other representatives. OnePLM may receive such data directly or indirectly from such persons, the Client or other sources. Subject to compliance with applicable data privacy laws, OnePLM may process such data for the relevant purposes related to the Contract and as specified in OnePLM's Data Privacy Policy (a copy of which is available on request). OnePLM may transfer such data to other OnePLM entities globally in accordance with the Contract and applicable Data Privacy Laws.

#### 15. Change control

Changes to the Contract or scope of the Services shall be made only in writing executed by authorised representatives of both parties. OnePLM will not be obliged to work on a change until the parties agree in writing upon its fee and schedule impact (if any). OnePLM shall be entitled to charge the Client at OnePLM's then current rates for examination of the effect of any changes requested by the Client. Notwithstanding the foregoing, if OnePLM, at the request of or with the consent of the Client, performs work that is not covered by the Contract or that exceeds the scope of the Services defined in the Contract, such work shall be deemed Services provided pursuant to the Contract for which the Client shall compensate OnePLM in accordance with OnePLM's usual fee rates or such other rates as the parties may specifically agree in the circumstances.

#### 16. Relationship Between the Parties

In connection with the Contract, each party is an independent contractor and as such will not have any authority to bind or commit the other party. Nothing in the Contract will be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose. In performing the works under the Contract, OnePLM staff do so as employees of OnePLM (or OnePLM Affiliates). A party's personnel shall not be considered employees of the other party, shall not be entitled to any benefits that the other party grants its employees and have no authority to act or purport to act on the other party's behalf.

#### 17. Dispute Resolution

Any dispute, controversy or claim ("Dispute") arising out of or in connection with the Contract, including any question regarding its existence or validity or termination thereof shall be resolved in accordance with the procedure in this clause. *Meeting of Senior*



Representatives: The party raising any Dispute will provide written notice of the Dispute to the other party (a "Dispute Notice"). Within 30 days of the receipt of a Dispute Notice a director or senior representative of each party with authority to settle the Dispute shall meet to seek to resolve the Dispute in good faith. If within 30 days of receipt of the Dispute Notice no meeting has taken place or the Dispute has not been resolved, either party shall be entitled to refer the Dispute to mediation as set out below. Mediation: If the Dispute is not resolved as set out above, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must serve notice in writing (a "Mediation Notice") to the other party to the Dispute requesting mediation. A copy of the Mediation Notice must also be sent to CEDR Solve. The mediation will commence not later than 30 days after the date of service of the Mediation Notice. If the Dispute has not been resolved through mediation within 60 days of the date of service of the Mediation Notice, either party shall be entitled to refer the dispute to arbitration as set out below. Arbitration: If the parties are unable to resolve the Dispute by mediation, the parties agree that the Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be 3. Each party shall nominate one arbitrator, and the two arbitrators nominated by the parties shall within 30 days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as Chairman of the Tribunal. If no agreement is reached within 30 days, the LCIA Court shall nominate and appoint a third arbitrator to act as Chairman of the Tribunal. The seat or legal place of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. This Clause will not be construed to apply to Disputes regarding any patent, copyright or registered trademark. Any such Disputes that arise will not be subject to arbitration and instead will be subject to judicial resolution.

18. Notices

Any notice or other communication given pursuant to the Contract shall be in writing and shall be delivered personally, sent by mail (registered or recorded delivery or first class postage prepaid). Any notice or other communication will, if delivered personally or sent by mail, be addressed to such party at the address set out on the initial page of the Contract. Either party may designate a different address by notice to the other party.

19. Waiver

The delay or failure by either party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20. Use of names

The Client will not use OnePLM's name outside the Client's organisation, in connection with its use of the Deliverables or otherwise without OnePLM's express written consent, which may be withheld by OnePLM in its sole discretion.

21. Severability

If any term or provision of the Contract is held to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions or the whole of the Contract, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth in the Contract.

22. Interpretation

Any phrase or list introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms.

23. Survival

The following clauses survive the termination of the Contract for any reason: 2, 3, 4, 5, 6, 10, 12, 13, 14, 15, 17 and 19 to 24 inclusive. Termination shall be without prejudice to the rights and remedies of the parties in respect of any breach of the Contract occurring prior to such termination.

24. Applicable Law and Jurisdiction

The Contract will be governed by and construed in accordance with the laws of England. With respect to any matter not subject to arbitration, each party hereby irrevocably (i) submits to the non-exclusive jurisdiction of the courts of England, (ii) waives any objection which it may have at any time to such proceedings being brought in such courts, (iii) waives any claim that such proceedings have been brought in an inconvenient forum, and (iv) further waives the right to object with respect to such proceedings that any such court does not have jurisdiction.

Customer Contract Acceptance

UK Research and Innovation agrees to purchase the Software and/or resale services listed on this Sales Quotation **FOIA** in accordance with the terms and conditions, see Appendix 1 and 2 (where applicable).

Agreed to by:
OnePLM Limited
Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_
Job Title: \_\_\_\_\_
Date: \_\_\_\_\_

Agreed to by:
UK Research and Innovation
Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_
Job Title: \_\_\_\_\_
Date: \_\_\_\_\_