

Change management (standard terms)

1. PRINCIPLES

- 1.1 A Party may request a change to the System or the terms of the Cover Page Agreement and the Appendices (but not the to the General Terms), in accordance with the following Change Management procedure.
- 1.2 The Parties shall conduct discussions relating to proposed changes in good faith and use their best efforts to reach an agreement on the basis of commercially reasonable terms and prices. Neither Party shall unreasonably withhold its agreement to a change request.
- 1.3 For the avoidance of doubt, unless a change is mutually agreed in writing, the terms of the Agreement remain in full force and affect.

2. PROCEDURES

- 2.1 A Party shall respond to a request to discuss changes as soon as possible. If You request a change, We can chose to respond by way of producing a written quotation to meet the new requirements, indicating the terms and conditions on which We propose to supply the changed items. If needed, We can notify You that we need to involve a qualified person to discuss and research the requested change. If We do so, You will need to approve to cover the cost of such work. As soon as We can after such research, We will produce a written quotation to meet the new requirements, indicating the terms and conditions on which We proposes to supply the changed items.
- 2.3 If You agree to Our quotation, We will draft a proposal for a new PID for the changes, for Your review and approval. The PID will be as detailed as required to reflect the scope and volume of the requested change, the time it will take to implement it and the number of personnel required.

3. FORMAL CHANGES TO THE AGREEMENT

- 3.1. Where a quotation and PID is agreed between the Parties, the documents shall be formally recorded in writing as soon as possible.
- 3.2. As part of formally recording the agreement, the Parties shall make amendments to Appendix IV (Price and payment plan, to reflect the price payable for the changed items.
- 3.3. Once the new PID has been entered into, it shall constitute a binding agreement between the Parties and this Agreement shall then be regarded as incorporating its provisions.

4. OWNERSHIP

Unless otherwise agreed by the Parties in writing, the Intellectual Property Rights in all changed items, whether additional software, Services or Solutions, shall belong to Us

and the licence to use them shall be included within the licence provided Appendix 1 and 2 and subject to Our standard licence agreement Clause.