

- 1.1. This Annex is used for the provision of IT related Services.
- 1.2. These Services might include, but are not limited to: consultancy; development; installation; testing; operations; and/or other IT related Services.
- 1.3. Provision of the Services will, in any event, include Supplier ensuring that Supplier personnel have the necessary tools (including devices and software) to perform the Services.

2. Definitions

2.1. The following definitions apply in this Annex: (a) **Key Personnel**: the individuals identified in the Statement of Work, that will perform designated roles in the performance of the Services; and (b) **Output Specification**: the software description and/or specification set out in the applicable Statement of Work;

3. Additional Requirements

3.1. Supplier must ensure that Service deliverables (digital or otherwise) are provided in the format reasonably requested by Buyer. On termination or expiry of the Statement of Work, Supplier shall also provide Buyer with any remaining copies of deliverables and work-in-progress materials prepared in performing the Services (including software in object and source code).

3.2. Where the Services (in whole or in part) involve software development, Supplier must: (a) develop and provide the software to meet the Output Specification and any other requirements of the Statement of Work; (b) provide accompanying documentation and instructions to enable Buyer, its personnel and any permitted third parties to effectively use the software outputs; (c) provide the developed software deliverables to Buyer in both source and object code formats; (d) provide periodic transfers to Buyer of work-in-progress code developed (source and object code); and (e) if the software is to be made available for download by Buyer, Supplier shall notify Buyer when the software is ready to be downloaded and will provide all reasonable instructions, including any necessary activation codes or licence keys.

3.3. Supplier must ensure that the Services: (a) are provided without causing loss, damage or interference to any IT Systems or Buyer Data; and (b) do not cause or allow to be introduced into the IT Systems any viruses, malware, Trojan horses or other malicious code designed to: (i) disable, damage, erase, disrupt or impair the normal operation of computer systems (including impairing software security programs residing on computer systems); (ii) assist in or enable theft, deletion or alteration of data; and/or (iii) provide unauthorised access to computer systems, software and/or data.

3.4. Supplier shall provide all required assistance to, and co-operation with, any third parties engaged by Buyer whose own performance relates to the Services and/or related IT Systems.

3.5. If, as part of its provision of the Services, Supplier or any Supplier Personnel is permitted access to any part or parts of the IT Systems, whether directly or remotely ("Supplier Access"), Supplier must ensure that: (a) if requested by Buyer, Supplier will make available to Buyer and keep up to date a list of Supplier personnel who should be permitted Supplier Access; (b) only Supplier Personnel reasonably required for the proper performance of the Services are instructed by Supplier to exercise such Supplier Access and only in respect of those parts of the IT Systems necessary for such performance; and (c) the Supplier personnel who conduct Supplier Access comply with any specific security and access procedures and requirements applicable to those IT Systems (including the sites where they are located), as notified to Supplier from time to time (as well as those procedures and requirements set out in the Information Security Annex).

3.6. Supplier must not make any alteration (including updates or upgrades) to any part of an IT System without obtaining the prior written consent of Buyer.

3.7. The IT Systems and Unilever data to which Supplier has access in performing the Services will remain the property of Buyer (or its licensors or lessors) and Supplier will not acquire any right title or interest in such systems and data.

3.8. Supplier must ensure that the Key Personnel perform their designated roles in the performance of the Services. Supplier must not replace or remove any Key Personnel from performance of the Services, unless such individuals: (a) resign from Supplier or retire; (b) are dismissed by Supplier for misconduct or similar; (c) are unable to work due to health/disability; or (d) are removed at Buyer's direction (exercising its related contractual rights), in which case Supplier will agree with Buyer a suitable replacement as soon as reasonably practicable. For the avoidance of doubt, Supplier remains solely responsible for avoiding disruption to Service delivery and for the costs of any personnel handover activity.