

As referred to in Clause 1.3 of the MSA, these Service Specific Terms set out the terms and conditions which apply specifically to the Design and Build Services to be provided pursuant to an Order Form.

Unless otherwise defined in Annex A to these Service Specific Terms, all capitalised terms shall have the meanings set out in the MSA.

1. DESIGN AND BUILD SERVICES

- 1.1 Supplier may provide Client with the Design and Build Services either on a standalone basis, or in relation to Services already being provided by Supplier under an Agreement. The Order Form shall make clear the basis on which the Design and Build Services are provided.
- 1.2 Client shall fulfil any responsibilities set out in these Service Specific Terms and in the Order Form.
- 1.3 Supplier shall report on the Design and Build Services in accordance with the reporting requirements detailed in the Order Form.

2. PROJECT PLANNING AND MILESTONES

- 2.1 Through agreement of the Order Form, the Parties may agree a detailed project plan which sets out the overall timescales for the Project, including the applicable Milestones, the Milestone Dates, Project Deliverables, Acceptance Criteria and Client responsibilities (the "**Project Plan**"). The Project Plan may be subject to further amendment by agreement and will be validated throughout the Project in accordance with the scope of the Design and Build Services.
- 2.2 To the extent that a Project Plan cannot be finalised, or any Project Deliverables, Milestones and Acceptance Criteria are not known at the Service Commencement Date, then the Parties may agree in the Order Form the process and dates by which such Project Plan, Project Deliverables, Milestones and Acceptance Criteria shall be agreed between the Parties.
- 2.3 To the extent that any Project Deliverables are subject to acceptance procedures as specified in the Order Form or a Project Plan, such procedures will be carried out in accordance with Supplier's standard acceptance process.
- 2.4 Supplier will use reasonable endeavours to perform its responsibilities by the Milestone Dates.

3. DELIVERY & CLOSURE OF PROJECT

- 3.1 Supplier shall deliver goods and services in accordance with the Order Form or a Project Plan.
- 3.2 Where a Project Plan is agreed, the Parties shall agree and approve the closure of the Project upon Supplier successfully meeting the Milestones and Acceptance Criteria.



4. CHARGES AND EXPENSES.

- 4.1 Customer will pay Supplier the Fees and Expenses as set out in the applicable Order Form in accordance with the billing and payment terms set out in the Billing Guide.
- 4.2 Supplier's pricing is based on work being performed at the locations set out in section 7. There will be no travel by Supplier to other locations outside of those locations as part of the Design and Build Services. If Supplier personnel do have reason to travel to any other locations, Supplier shall be entitled to charge the additional expenses incurred.

5. CHANGES

- 5.1 Any changes shall be agreed and documented in accordance with the Change Control Procedure.

6. CLIENT ASSUMPTIONS AND DEPENDENCIES

- 6.1 Client and Client personnel working on the Project will be sufficiently skilled to participate in and support the approach deployed by Supplier. Any training or additional effort required to address any differences in approach or deficiencies in this regard will be subject to additional charges.
- 6.2 Client will be responsible for satisfying all IT hardware requirements and infrastructure requirements. This includes (but is not limited to):
- (a) access to Client technology systems, including development, test and pre-production platforms, including the permissions to perform software deployments;
 - (b) development, test, pre-production and production environments on which the system components will be developed and tested; and
 - (c) tools required to manage all of the environments and solution components.
- (together forming the "**Client Systems**")
- 6.3 Client will provide a single nominated contact for each Project Deliverable which needs to be formally accepted in accordance with the Acceptance Criteria. This contact can coordinate feedback from multiple stakeholders within the Client organisation and will provide this back to Supplier in a single consolidated set of feedback.
- 6.4 Decisions to be made by Client will be made and communicated on a timely basis to Supplier as and where necessary. The Client, on behalf of itself and its third party licensors, hereby grants to Supplier the right to access each of the Client Systems and to retrieve data stored in or produced by such Client Systems in order to provide the Design and Build Services. The Parties agree that if Client upgrades or otherwise changes the Client Systems, Supplier and Client will work together in good faith to determine the impact to the Design and Build Services and agree a Change Order under the Change Control Procedure, as appropriate.



7. OUT OF SCOPE

- 7.1 Unless specified otherwise, the following services are by default out of scope (in addition to any services listed as out of scope in the Order Form):
- (a) procurement of equipment or software;
 - (b) training; and
 - (c) creation of any user guides or similar documentation.

8. SERVICE LOCATIONS AND HOURS

- 8.1 **Supplier Locations:** Design and Build Services will be provided by Supplier from its office locations and other locations as may specified in the Order Form. Supplier may change Supplier locations at its sole discretion provided such change does not detrimentally impact the Design and Build Services or the obligations of Client in any material respect, or increase the Fees under the Agreement.



Annex A

DEFINITIONS

"Acceptance Criteria"	means the agreed pass / fail thresholds or criteria to be met by Supplier for any Project Deliverable as may be set out in the Order Form or Project Plan;
"Design and Build Services"	means the specific design and build services to be provided by Supplier to Client under an Agreement as set out and more fully described in the relevant Order Form;
"Milestone Date"	means the date on which a Milestone is to be met as may be set out in the Order Form or Project Plan;
"Milestone"	means a delivery milestone as may be identified in the Order Form or Project Plan;
"Project Deliverables"	means the deliverables to be provided by Supplier to Client pursuant to the Project as may be set out in the Order Form or Project Plan;
"Project Plan"	has the meaning set out in Section 2.1; and
"Project"	means all items of work pertaining to the Design and Build Services.