

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 Professional 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. PROFESSIONAL SERVICES

- 1.1 No Professional Services shall proceed until the Order Form has been agreed between the Parties.
- 1.2 Supplier will provide the Professional Services as set out in the Order Form in accordance with:
 - (a) the Statement of Work;
 - (b) generally accepted industry standards; and
 - (c) all laws directly applicable to Supplier as a provider of the Professional Services.
- 1.3 Supplier will observe all reasonable and lawful directions and instructions given by Client in relation to the Professional Services, or, in the absence of any such directions or instructions, act in such manner as Supplier reasonably considers to be most beneficial to Client's interests.
- 1.4 Supplier will provide the Professional Services on such dates and at such times to be mutually agreed between the Parties.

2. Personnel

- 2.1 Supplier shall assign such of its personnel ("Supplier Personnel") to perform the Professional Services who are properly educated, trained and qualified for the Professional Services they are to perform.
- 2.2 Supplier Personnel shall primarily provide the Professional Services Off-Site, but may also provide the Professional Services On-Site. Where performance of the Professional Services is required On-Site, the Parties shall comply with section 4.
- 2.3 The Parties acknowledge that Supplier Personnel may be required to travel throughout the UK and abroad in the provision of the Professional Services, subject to Client giving Supplier at least 2 weeks' notice of a requirement for any such travel.

3. CLIENT RESPONSIBILITIES

- 3.1 Client shall adhere to the dates scheduled for provision of any Professional Services as set out in the Order Form or as otherwise agreed between the Parties in writing. In the event Client wishes to reschedule the dates for the provision of the Professional Services, Fees shall be payable from Client to Supplier on the following basis:



- (a) if rescheduled at Client's request more than 11 Business Days before the scheduled start date no additional Fees are payable;
- (b) if the Professional Services are rescheduled between 6 Business Days and 11 Business Days before the scheduled start date a sum equivalent to 50% of the Fees for the Professional Services to be provided at that time will be payable;
- (c) if the Professional Services are rescheduled less than 6 Business Days before the scheduled start date 100% of the Fees for the Professional Services to be provided at that time will be payable; and
- (d) in the event of cancellation of the Professional Services, without any rescheduling, 100% of the Fees shall remain payable by Client.

4. ON-SITE PERFORMANCE

- 4.1 In the event that Supplier is required to provide the Professional Services On-Site, Client shall:
- (a) provide Supplier Personnel with all facilities that may be reasonably required by Supplier for Supplier Personnel to provide the Professional Services, including network connectivity, access to IT, local administration support, ad hoc printing and photocopying facilities; and
 - (b) notify Supplier of all rules and policies of Client which are applicable On-Site.
- 4.2 Any materials, equipment or facilities supplied by Client for use by Supplier in performing the Professional Services may be used by Supplier strictly for the purposes of performing the Professional Services and shall not be re-allocated to any other work whatsoever without the prior written consent of Client. All materials, equipment and facilities so supplied shall remain the property of Client and Supplier shall at all times and places keep and maintain such matters under proper conditions and with all due and reasonable care.
- 4.3 Supplier shall cause all Supplier Personnel who perform the Professional Services On-Site to comply with all rules and policies of Client which are applicable On-Site. Supplier shall have full responsibility for the safety and security of all Supplier Personnel who perform the Professional Services On-Site.

5. ACCEPTANCE

- 5.1 Deliverables will be deemed accepted if not rejected by Client by providing written notice within ten (10) business days after delivery specifically identifying the manner in which the Deliverables fail to materially comply with their applicable specifications (as described in the Order Form).

6. IPR

- 6.1 All IPR in the Deliverables remains in and/or is assigned to Supplier. Effective upon final payment (including any licence fee specified in the Order Form), Supplier grants to Client, subject to any restrictions applicable to any third party materials embodied in the Deliverables, a perpetual, worldwide, non-transferable, non-exclusive, irrevocable right and license to use,



copy, modify and prepare derivative works of the Deliverables for purposes of Client's and its affiliated companies' internal business only.

- 6.2 Supplier Pre-Existing IP embedded in Deliverables may not be used separately. Supplier is not 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 provided and to the extent that they do not contain Client Confidential Information.

7. WARRANTIES

- 7.1 Supplier warrants that Deliverables will materially comply with their applicable specifications (as described in the Schedule of Work, or otherwise referenced in the Order Form).



Annex A

DEFINITIONS

"Deliverables"	means all of the work result of the Professional Services that Supplier is required to deliver pursuant to an Order Form;
"Off-Site"	means a location other than On-Site;
"On-Site"	means the Client's premises as described in the Order Form;
"Professional Services"	means the specific professional services to be provided by Supplier to Client under an Agreement as set out and more fully described in the relevant Order Form; and
"Supplier Personnel"	has the meaning given in section 2.1.