

SPECIFIC CONDITIONS X2 – PROFESSIONAL SERVICES

These Specific Conditions govern the Professional Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions"), which shall be deemed to be incorporated into the Contract for the performance of any Professional Services performed under these Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

"Course Outline"	means a document providing training details as further detailed in paragraph 6.4;
"Deliverable(s)"	means the output from the Statement of Works, as further detailed in the Statement of Works;
"Design Phase"	means the point at which the Deliverables are agreed by the parties;
"Certificate of Acceptance"	means a document issued by the Company to the Customer upon completion of an agreed milestone or project that requires a signature from the Customer to acknowledge that a Deliverable has been achieved;
"Desk-Based Project Manager"	means an individual whose permanent working location will be at an office or a site of the Company, as more particularly described in Table 1 (Project Management Tiers) in paragraph 4.6 and in accordance with paragraph 4.7, as applicable;
"E-Learning Training"	means, where specified in the Order Form, the Training Type to be provided by the Company to the Customer in accordance with paragraph 6.4;
"Highlight Report"	means a document, issued by the Company to the Customer at the frequency set out in the Project Initiation Document, which provides a progress report with a summary of the project status, changes, key risks and issues;
"Issue and Risk Management"	means identifying, evaluating, preventing or mitigating issues and risks to a project that have the potential to impact the agreed outcomes;
"LLD"	means a low-level design document produced by the Company during the project Design Phase;
"Online Portal"	means a secure website provided by the Company and accessed by the End User via the internet;
"On-Site Training"	means Training Services delivered at a Customer Premises or Site;
"Professional Services"	means the professional services provided by the Company to the Customer under these Specific Conditions and as detailed in an Order Form;
"Programme Management Services"	means the management of the programme services as detailed in paragraph 5;
"Programme Manager"	means an individual who will, from time to time, visit the Customer Premises and whose working location will be flexible, as he or she may be required to attend other locations from time to time, including but not limited to other sites of the Company or of other customers, as more particularly described in paragraph 5 (Programme Management);
"Project Change Management"	means the assessment by the Company of all project changes to determine any impact on time, cost and quality of the project, following which the Company and the Customer will, acting reasonably, agree a suitable outcome;
"Project Charges"	means all charges as identified on the Order Form relating to Professional Services including Project Management Services;
"Project Closure"	means the point at which the Company and the Customer agree, acting reasonably that the Deliverables have been provided and the Certificate of Acceptance signed by the Customer;
"Project Closure Report/Lessons Learnt"	means a document, provided by the Project Manager when deemed appropriate, which assesses the success of the project and formally ends the project, which may include a lesson learnt review reflecting on the positive and negative experiences of a project;
"Project Initiation Document"	means a document, provided by the Company to the Customer, which details a high-level Project Plan providing basic detail of the project, which may include an executive summary, background, project definition, project approach, quality management, project organisation and relevant commercial and financial information;
"Project Management Services"	means the management of the project services described in paragraph 4;
"Project Management Tier"	means the selected level of project management stated in the Order Form, which can be a Desk-Based Project Manager or a Project Manager, as more particularly described in Table 1 (Project Management Tiers) in paragraph 4.6 and in accordance with paragraph 4.7 as applicable;
"Project Manager"	means an individual who will from time to time visit the Customer Premises and whose working location will be flexible, as he or she may be required to attend other locations from time to time, including but not limited to other sites of the Company or of other customers, as more particularly described in Table 1 (Project Management Tiers) in paragraph 4.6 and in accordance with paragraph 4.7 and 4.8 as applicable;
"Project Plan"	means a document created by a Project Manager which provides comprehensive mapping and organisation of project milestones, tasks and the resources required to deliver each task. The plan will include the expected date and duration of the task;
"Proof of Concept" or "POC"	means that a technical solution which achieves the concept intended by the design, typically deriving from a pilot project;
"Risk Management"	means the identification, evaluation, prevention or mitigation of material risks to a project that have the potential to impact the agreed outcomes;
"Statement of Works"	means the Order Form or any other relevant contractual document setting out the scope of the Professional Services as referred to in the Order Form;
"Task List with Dates"	means a document which, where applicable, will be issued by a Desk-Based Project Manager and will detail a list of key tasks, the associated owner of each task, the expected date and the duration;
"Training Resource"	means one or more Company Personnel who are responsible for the delivery of the Training Services to the Customer;
"Training Services"	means the Professional Services to be provided by the Company to the Customer in accordance with paragraph 6, if detailed in the Order Form;
"Training Type"	means On-Site Training, Virtual Leader Led Training or E-Learning Training as specified in the Order Form; and
"Virtual Leader Led Training"	means the Training Type to be provided by the Company to the Customer in accordance with paragraph 6.3, if detailed in the Order Form.

1.2 All other capitalised terms used in these Specific Conditions, which are not defined above, shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE AND TIME FOR PERFORMANCE

- 2.1 The Commencement Date of the Professional Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Professional Services to the Customer.
- 2.2 Notwithstanding paragraph 2.1, the Customer shall not be entitled to cancel or terminate any Professional Services for convenience unless an express right to do so is set out in the Order Form. Any order for Professional Services shall be binding on the Customer from the Commencement Date until the date upon which the Company has delivered the Professional Services in full.
- 2.3 The Company will use its reasonable endeavours to deliver the Professional Services during the period (if any) stated in the Order Form or, if no such period is stated or other time for performance is specified, the Professional Services shall be provided within a reasonable time from the Commencement Date.

3 PROFESSIONAL SERVICES

- 3.1 Notwithstanding any other provision in this Contract, including any Statement of Works or other attachment to this Contract, and including any design requirements or performance requirements for a design or solution, the Company shall be under no express or implied fitness for purpose obligation in relation to any Deliverable (including any design or technical specifications) and/or the Professional Services. The Company's design liability (if any) under this Contract shall be limited to the exercise of reasonable skill, care and diligence to be expected of an appropriately qualified person experienced in carrying out designs of a similar nature, size, complexity and value to the scope of the Deliverables.
- 3.2 Unless otherwise stated in the Order Form, the Customer acknowledges that the Deliverables are provided for the sole benefit of the Customer and shall not be disclosed to or shared with any third party by the Customer.
- 3.3 The Professional Services shall be performed during Normal Working Hours unless stipulated otherwise in the Order Form. All dates, periods or times specified in this Contract are estimates only and time shall not be (and shall not be capable of being deemed) of the essence for the performance of the Company's obligations under this Contract.
- 3.4 If the Company becomes aware that it will be unable to meet any times or timetable set out in an Order Form it may notify the Customer of the same, the reason for the delay and provide an estimate of when the relevant Professional Services will be performed.
- 3.5 If, for any reason, any Company Personnel engaged in the Professional Services become unavailable for the performance of the Professional Services, the Company will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.
- 3.6 Any addition, modification or adjustment to the scope of the Professional Services agreed in the Order Form or relevant Statement of Works and being provided by the Company must be agreed in writing between the parties.
- 3.7 The parties agree that nothing in this Contract shall render the Company Personnel an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of the Company Personnel.
- 3.8 Upon termination of this Contract, or part of this Contract under which the Professional Services are provided, the Company will deliver to the Customer all input materials and property belonging to the Customer, which may be in the possession or under the control of the Company.

4 PROJECT MANAGEMENT SERVICES

- 4.1 Where the Order Form details that Project Management Services are to be provided, the Company will provide the Project Management Services in accordance with this paragraph 4.
- 4.2 The Company will provide a Project Manager for the Project Management Services. The Project Manager will be a Desk-Based Project Manager or a Project Manager, as specified in the Order Form.
- 4.3 If, for any reason, the Desk-Based Project Manager or the Project Manager are unavailable for the performance of the Project Management Services (including but not limited to annual leave, training, promotion, resignation, dismissal, ill health or accident), the Company will, as soon as reasonably practicable, substitute a suitably experienced replacement.
- 4.4 The Company will organise meetings at the frequency agreed depending on the size of the project and on such dates as mutually agreed between the parties. Project management meetings will be held virtually, either as an audio conference call or as a video conference call. Where a Project Manager has been specified in the Order Form, the Project Manager will attend project management meetings in person, as agreed by the parties.
- 4.5 The Company will use its reasonable endeavours to ensure that the Project Manager is available during Normal Working Hours, on reasonable notice, to provide reasonable assistance or information to the Customer.
- 4.6 The Company will provide Project Management Services in accordance with Table 1 (Project Management Tiers) below, depending on the type of Project Management Services specified in the Order Form.

Table 1 – Project Management Tiers

	Desk-Based Project Management	Project Management
Project Initiation Document	not included	included
Task List with Dates	included	not applicable
Project Plan	not included	included
Project Change Management	included	included
Risk Management	included	included
Issue Management	included	included
Highlight Report	included	included
Certificate of Acceptance	included	included
Project Closure Report / Lessons Learnt	not included	included
Communications	conference calls and emails	on-site meetings at either Customer Premises or Site, conference calls and emails

- 4.7 Desk-Based Project Manager responsibilities may include:
- (a) co-ordinating project activities within the project scope to ensure Deliverables are met within the agreed schedule;

- (b) notifying project stakeholders of the estimated delivery dates and any subsequent changes to them;
- (c) scheduling installation resources and applicable training sessions at a mutually agreed date and time;
- (d) managing sign-off and acceptance within both the Company's and the Customer's organisations;
- (e) acting as the day-to-day liaison within the Company's internal resources; and/or
- (f) driving activities to resolution within a timely manner and escalating as appropriate.

4.8 Project Manager responsibilities may include:

- (a) performing some or all of the activities detailed in paragraph 4.7 above;
- (b) creating, maintaining and monitoring the Project Plan or project schedule, including creating a Project Initiation Document to demonstrate the completion of technical and non-technical tasks;
- (c) ensuring that technical activities and tasks are completed on time and conducting and minuting regular project status review meetings to keep the project on track and under control;
- (d) providing Highlight Reports to the Customer, and tailoring the level of detail of such Highlight Reports to reflect critical items of interest. The status reports typically include a summary, a review of the risks or issues and the status of action items;
- (e) where appropriate, conducting risk assessment and health and safety checks at the Customer Premises or Site;
- (f) management of projects comprising of single and/or multi workstream and/or tower solutions or services, for example, connectivity infrastructure and unified communications or cloud and modern workplace services; and/or
- (g) working with the Customer to ensure that the project delivers the required outcome in line with the business case and project objectives.

5 PROGRAMME MANAGEMENT

5.1 Where the Order Form details that Programme Management Services are to be provided, the Company will provide the Programme Management Services in accordance with this paragraph 5.

5.2 The Company will provide a named Programme Manager for the Programme Management Services: The Programme Manager may be required to carry out some or all of the tasks below:

- (a) act as the day-to-day liaison between the Customer senior stakeholders and the Company;
- (b) understand pre-sales activities to appropriately manage resource expectations;
- (c) act as an escalation point for delivery related issues;
- (d) prioritise and manage resources in accordance with requirements and risks across the lifetime of the programme;
- (e) create, maintain, monitor and report in-flight project progress against dependencies within the programme considering time, cost and quality;
- (f) provide steering level reporting for service management review meetings;
- (g) provide programme control documentation;
- (h) maintain a communication plan to drive delivery and priorities; and/or
- (i) support Desk-Based Project Managers and/or Project Managers to effectively deliver individual elements of the project.

6 TRAINING SERVICES

6.1 Where the Order Form states that Training Services are to be provided, the Company will provide the Training Services in accordance with this paragraph 6. The Training Type will be identified in the Order Form.

6.2 On-Site Training will be provided by a Training Resource attending the Customer Premises at a date and time notified by the Company.

6.3 Virtual Leader Led Training will be provided by a Training Resource working from a Company's premises at a date and time notified by the Company.

6.4 E-Learning Training will be provided via access to an Online Portal.

6.5 The Course Outline may include some or all of the following details dependent on the Training Type:

- (a) agreed location where the Training Services will be performed by the Company;
- (b) duration of Training Services;
- (c) maximum number of delegates;
- (d) environmental details;
- (e) description of Training Services;
- (f) objectives of Training Services;
- (g) target audience; and
- (h) recommended delegate pre-requisites and experience.

7 CUSTOMER OBLIGATIONS

7.1 The Customer undertakes to the Company throughout the Term of this Contract (on the request of the Company) to make available for the assistance of the Company in undertaking the Professional Services all necessary input materials and reasonable assistance relating to the Professional Services or required by the Company to perform the Professional Services and to provide staff familiar with the Customer's programs and/or applications and/or requirements of the Professional Services, and the Customer shall ensure such staff will fully cooperate with the Company Personnel to enable the Professional Services to be performed.

7.2 Upon termination of this Contract the Customer will deliver to the Company all materials and property belonging to the Company, which may be in the possession or under the control of the Customer.

7.3 The Customer will ensure that the End User has suitable internet access in order to access any Online Portal.

8 CHARGES

8.1 The Charges for the Professional Services are as identified in the Order Form.

8.2 The Charges for the Professional Services will be invoiced in advance, with the first invoice issued by the Company on or around the Commencement Date and monthly thereafter, unless stated otherwise in the Order Form. Where Professional Services form part of a project, the Charges will be invoiced in line with the Project Charges.

8.3 The Project Charges are as identified in the Order Form.

8.4 The Project Charges will be invoiced in accordance with Table 4 (Project Charging Milestones) below, unless stated otherwise in the Order Form.

Table 4 - Project Charging Milestones

	Under £5,000	£5,000 to £10,000	Over £10,000 Single-stage Deployment	Over £10,000 Multi-stage Deployment
Milestone 1	100% invoice upon project kick-off meeting and/or agreement of resource dates	50% invoice upon project kick-off meeting and/or agreement of resource dates	20% invoice upon project kick-off meeting and/or agreement of resource dates	20% invoice upon project kick-off meeting and/or agreement of resource dates
Milestone 2	-	50% invoice upon Project Closure	35% invoice upon acceptance of the LLD - Part of initiation/ Design Phase	35% invoice upon acceptance of the LLD - Part of initiation/ Design Phase
Milestone 3	-	-	35% upon completion of build & configuration, fulfil Deliverables - and ready for solution testing	17.5% upon completion of POC or first go-live stage/site.
Milestone 3a	-	-	-	17.5% upon completion of the final go-live stage/site
Milestone 4	-	-	10% invoice upon Project Closure	10% invoice upon Project Closure

- 8.5 The Charges for the Training Services are as identified in the Order Form.
- 8.6 The Charges for Training Services will be invoiced in advance, with the first invoice issued by the Company on or around the Commencement Date, unless stated otherwise in the Order Form.
- 8.7 Unless stated otherwise in the Order Form, in addition to the Charges, the Company will invoice the Customer on a monthly basis in arrears, all other fees, disbursements and other expenses including travel and subsistence incurred by the Company under this Contract together with such additional Charges, which in the Company's discretion (acting reasonably and calculated in accordance with the rates set out in the Order Form), are chargeable as a result of the Customer's instructions or the Company performing additional services at the Customer's request that were not expressly set out in the Order Form or Statement of Works.
- 8.8 The Company will not be obliged to provide the Professional Services and/or the Deliverables unless all sums due under this Contract are received as provided for in this Contract.
- 8.9 Where the Customer cancels or rearranges a scheduled meeting or other activity less than five (5) days prior to the scheduled time for such meeting or activity then the Company reserves the right to charge the Customer for the resource that had been allocated to such meeting or activity.
- 8.10 Where the Customer requests any amended date for any scheduled meeting or other activity or other performance of any Professional Services less than ten (10) Business Days prior to the agreed date for such activity, the Company reserves the right to charge the Customer an additional fee of £300.
- 8.11 Where the Customer cancels or rearranges any scheduled meeting or other activity or other performance of the Professional Services less than five (5) Business Days prior to the agreed date for such activity then the Company reserves the right to charge the Customer the greater of: (a) £500; or (b) the full Charges for the resource that had been allocated to such activity (with reasonable evidence of the resource allocated and the applicable Charges).