

CONSULTANCY SERVICES TERMS

These Consultancy Services Terms apply to the Agreement between the Customer and the Company where Consultancy Services are purchased. These Consultancy Services Terms apply in addition to the General Terms and Conditions in relation to the Consultancy Services only.

1. Definitions

1.1 All terms in capitals used herein shall have the meaning given to them below unless defined otherwise in the main terms of the Agreement.

“Customer Data”	means information or data provided by the Customer or Authorised Users provided to the Company in connection with the Consultancy Services;
“Functional Description”	means the description of the Consultancy Services set out in the SOW;
“Illegal Content”	means any data or content which is defamatory, or constitutes a breach of the IPR or legal rights of any third party;
“Implementation Period”	means the implementation period set out in a SOW;
“Implementation Plan”	means the written document setting out the detailed implementation of the Consultancy Services, agreed after the Effective Date and set out in a SOW;
“Software”	means any software which is made available to the Customer by the Company, its licensors or a third party as part of the Consultancy Services;
“Term”	means any term set out in a Purchase Order or the SOW for the provision of the Consultancy Services;
“Working Hours”	means 9.00am – 6.00pm local UK time, on a Business Day.

2 Appointment

2.1 The Customer appoints the Company to supply the Consultancy Services as described in more detail in the SOW to the Customer in accordance with the terms of the Agreement.

3 Supply of the Consultancy Services

3.1 The Company shall provide the Consultancy Services to the Customer in accordance with the terms of the Agreement, as more particularly set out in the SOW.

3.2 The Company shall use all reasonable endeavours to meet any performance dates for providing the Consultancy Services set out in the SOW, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Consultancy Services.

3.3 The Company shall have the right to make any changes to the Consultancy Services which are necessary to comply with any applicable law, regulation or safety requirement, or which do not materially affect the nature or quality of the Consultancy Services, and the Company shall notify the Customer in any such event.

4 Licence to use the Deliverables and Software

- 4.1 Subject to the payment of the Fees, the Customer is granted a non-exclusive, non-transferable licence to use the Deliverables (including any associated IPR and Confidential Information of the Company or its licensors). The licence to use the Deliverables shall commence from the Effective Date included in the Purchase Order or SOW relating to the Deliverables and continue for the Term stated in the Purchase Order or SOW for the Deliverables.
- 4.2 Subject to the payment of the Fees, the Customer is granted a non-exclusive, non-transferable licence to use the Software (including any associated IPR and Confidential Information of the Company or its licensors). The licence to use the Software shall commence from the Effective Date included in the Purchase Order or SOW relating to the Software and continue for the Term stated in the Purchase Order or SOW, for the Software.
- 4.3 Such licence permits the Customer to download, install and use copies of the Software from the Effective Date, subject to the Customer agreeing to comply with any third party licensor's terms of use which shall be made available to the Customer by the Company prior to the Customer using the Software.
- 4.4 The Customer shall agree to comply with any third party licensor's terms and conditions applicable to the Software before downloading, installing or using the Software. The Customer shall be bound by any changes made to such third party licensor's terms of use, from time to time, upon being notified of such changes. Installation and use of the Software by the Customer is subject to the terms and conditions of any third party licensor of the Software at all times.
- 4.5 The Company and the Customer both acknowledge and agree that in the event of a conflict arising between the terms of these Consultancy Services Terms and any third party licensor's terms of use the provisions of the third party licensor's terms of use shall prevail in relation to the Software.
- 4.6 The Software is provided and may only be used as intended by the Customer and/or its licensors.
- 4.7 The Company and its licensors and providers of the Software reserve the right to electronically monitor use of the Software and the Customer acknowledges that the Company is entitled to inform its licensors of any known or suspected breaches of the licensor's terms of use.
- 4.8 The Customer acknowledges and agrees that a licensor of the Software may collect, use, transfer, disclose and otherwise process Customer Data, including personal data, as described in the licensor's terms of use that the Customer agrees to. Furthermore, the Customer must notify Authorised Users of the Software that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities (and that the Customer shall obtain Authorised User's consent to this).

5 Intellectual Property Rights

- 5.1 All IPR and title to the Software and Company Materials shall remain with the Company and/or its licensors. No interest or ownership in the Software, Company Materials, IPR or otherwise is transferred to the Customer under the Agreement.
- 5.2 The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing IPR and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer grants the Company a non-exclusive, licence to use Customer Data, its IPR and any third party owned item for the Term of the Agreement to the extent required for the provision of the Consultancy Services.
- 5.3 The Customer is not allowed to remove any proprietary marks or copyright notices from the Software.
- 5.4 The Company may take and maintain technical precautions to protect the Software from improper or unauthorised use, distribution or copying.

- 5.5 The Customer grants the Company a non-exclusive, non-transferable, revocable licence to display its name, logo and trademarks, as designated and/or amended by the Customer from time to time and as required in the provision of the Consultancy Services.

6 Customer Obligations

- 6.1 The Customer shall:
- 6.1.1 Ensure that the terms of the Purchase Order and SOW are complete and accurate;
 - 6.1.2 Cooperate with the Company in all matters relating to the Consultancy Services;
 - 6.1.3 Provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities, if necessary and as reasonably required by the Company to provide the Consultancy Services;
 - 6.1.4 Provide the Company with such information and materials as the Company may reasonably require to supply the Consultancy Services and ensure that such information is accurate in all material respects;
 - 6.1.5 Keep and maintain all Company Materials at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
 - 6.1.6 Notify the Company of any changes to the Customer's account or other details and ensure that the information that the Company holds in respect of the Customer is correct, up to date and complete;
 - 6.1.7 Agree to any licensor's terms of use applicable to the Software prior to downloading, installing or using the Software.

7 Fees

- 7.1 All Fees shall be calculated on a Time and Materials Basis/as set out in the Purchase Order or retrospectively after the work is completed.
- 7.2 The standard daily rate for each individual who provides Consultancy Services is based upon an individual working 8 hours (including a one hour lunch break) during Working Hours on a Business Day.
- 7.3 The Company shall be entitled to charge an overtime rate of 150% per cent of the standard daily rate on a pro-rata basis for each part day or for any time worked by individuals who provide Consultancy Services outside Working Hours or Business Days.
- 7.4 The Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with providing the Consultancy Services including, but not limited to travel expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Consultancy Services, and for the cost of any materials.
- 7.5 The Company reserves the right to increase its standard daily rates for the Consultancy Services, provided that such rates cannot be increased more than once in any 12 month period of the Term of the SOW. The Company shall give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Company in writing within 3 weeks of the date of the Company's notice and the Company shall have the right without limiting its other rights or remedies to terminate the Purchase Order by giving 1 weeks written notice to the Customer.

8 Invoicing and Payment

- 8.1 The Company shall invoice the Customer the Fees for the provision of the Consultancy Services as set out in the Purchase Order.
- 8.2 The Customer shall pay all Fees as set out in each Purchase Order.

9 Representations and Warranties

- 9.1 The Company warrants and represents that:
- 9.1.1 The Consultancy Services shall be performed with reasonable skill and care and in a professional manner.
 - 9.1.2 The Deliverables will operate to provide in all material respects the facilities and functions implemented by the Company, as set out in the SOW. If there is a breach of this warranty, the Company shall use reasonable commercial endeavours, to correct any material defect. Notwithstanding the aforesaid, the Company shall only be obliged to remedy any material defect if: (i) the Company is notified immediately in writing upon discovery of the defect; and (ii) following the Company's examination of the Deliverables it is established that such a defect exists.
- 9.2 The warranties given in clause 10.1 do not cover deficiencies or damages relating to:
- 9.2.1 Any third party components not provided by the Company; or
 - 9.2.2 Any third party provided connectivity necessary for the provision or use of the Deliverables; or
 - 9.2.3 Compliance with third party software or products, non-Company programmes or data used in combination with the Deliverables except as set out in the SOW; or
 - 9.2.4 A failure of the Deliverables to conform with the Functional Description caused by the use or operation of the Deliverables with an application or in an environment other than that set out in the SOW; or
 - 9.2.5 Modifications made to the Deliverables not carried out by the Company.
- 9.3 No warranty is made regarding the results that can be achieved from using the Software or Deliverables or that the Software or Deliverables will operate uninterrupted or error free.
- 9.4 The Customer warrants and represents that:
- 9.4.1 It rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under the Agreement;
 - 9.4.2 It shall maintain reasonable security measures (as may change over time) covering, without limitation, treating any identification, password or username or other security device for use of the Software and Deliverables with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Company in writing;
 - 9.4.3 It shall ensure that its network and systems comply with the relevant specification provided by the Company in the SOW and that it is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.
- 9.5 All third party content or information provided by the Company via the Software or Deliverables, for example prices is provided "as is". The Company provides no warranties in relation to such content or information and shall have no liability whatsoever for use or reliance upon such content or information.

10 Term and Termination

- 10.1 The Consultancy Services shall commence on the date set out in the Purchase Order or SOW and shall continue until expiry of any fixed term set out in the Purchase Order or SOW, completion of the Consultancy Services or pursuant to any early termination right available under the terms of the Agreement.

- 10.2 In addition to any other right of termination, the Company may terminate the Consultancy Services provided under any Purchase Order with immediate effect if:
- 10.2.1 The Customer is in breach of these Consultancy Services Terms; or
 - 10.2.2 The Company is prohibited under applicable law, or otherwise from providing the Consultancy Services.
- 10.3 The Customer shall not be entitled to a refund of any Fees paid in advance and shall remain liable to pay any fees for any Initial Term or Renewal Term in relation to the Software in the event that the Consultancy Services are terminated early, unless the Customer terminates the Consultancy Services solely due to the Company's material breach of the terms of the Agreement.

11 Contacts

- 11.1 The Customer shall provide a designated application support contact who will be responsible for and have sufficient information to respond to support questions.
- 11.2 The Customer shall provide a designated billing contact with all relevant contact information to respond to billing and payment questions regarding the Consultancy Services.

12 Miscellaneous

- 12.1 In the event of any inconsistency between the content of these Consultancy Services Terms and the remainder of the terms of the Agreement, the Order Form shall prevail followed by these Consultancy Services Terms, the General Terms and Conditions and then any schedules referred to in the Agreement in their numerical order.