



**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 Contact 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:
- “CDA Resource” means one or more Company Personnel who are responsible for the delivery of the Design Authority Services to the Customer, including but not limited to the coordination and leadership of technical resources to support reporting, product roadmaps, technical strategy, strategic advice and/or digital transformation advice and/or support for the Customer;
  - “Deliverables” means any deliverables provided to the Customer by the Company (which may include designs, surveys, reports and/or bespoke software) as an output of the Professional Services;
  - “Design Authority Tier” means the selected level of Design Authority Services (if any) stated in the Order Form, which can be Standard CDA, Advanced CDA or Premium CDA, as more particularly described in Table 1 (Design Authority Tiers) in paragraph 4.2;
  - “Design Authority Services” means the Professional Services to be provided by the Company to the Customer in accordance with paragraph 4, if detailed in the Order Form;
  - “DSA Resource” means one or more Company Personnel who are responsible for the delivery of the Security Advisor Services to the Customer;
  - “Professional Services” means the professional services to be provided by the Company to the Customer under these Specific Conditions and as detailed in an Order Form;
  - “Security Advisor Tier” means the selected level of Security Advisor Services (if any) stated in the Order Form, which can be Standard DSA, Advanced DSA or Premium DSA, as more particularly described in Table 2 (Security Advisor Tiers) in paragraph 5.2;
  - “Security Advisor Services” means the Professional Services to be provided by the Company to the Customer in accordance with paragraph 5, if detailed in the Order Form; and
  - “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.
- 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 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 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) arising from 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 Deliverable.
- 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 Company will procure that the Company Personnel will reasonably co-operate with the Customer to enable the Company to provide the Professional Services.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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 DESIGN AUTHORITY SERVICES**

- 4.1 Where the Professional Services are stated to include Design Authority Services in the Order Form, the Company will provide the Design Authority Services accordance with this paragraph 4 and the Design Authority Tier identified in the Order Form. There are three different types of Design Authority Services: Standard, Advance or Premium.
- 4.2 Depending on the type of Design Authority Tier specified in the Order Form (if any), the Company will provide the Design Authority Services, including and organising the direct Customer engagement sessions and providing reports, in accordance with Table 1 below (Design Authority Tiers).



**Table 1 – Design Authority Tiers**

	Design Authority Tier		
	Standard CDA	Advanced CDA	Premium CDA
<b>Service Element:</b>			
Frequency of roadmap session and reporting analysis	Annual	Quarterly	Quarterly
Number of days for planning and engagement work internally (at a Site of the Company)	Up to 1 (one) day per month	Up to 2 (two) days per month	Up to 5 (five) days per month
Number of days for direct Customer engagement (workshops, meetings, strategy sessions) in accordance with paragraph 4.3	Up to 1 (one) day per quarter	Up to 1 (one) day per month	Up to 2 (two) days per month
Frequency of Design Authority Services reporting (the content and scope of which is to be agreed between the parties in writing)	Monthly	Monthly	Monthly

- 4.3 The Customer engagement (including workshops, meetings and other sessions) referred to in Table 1 above (Design Authority Tiers) may be held face to face at a Customer Premises, or at a Site of the Company or virtually, either as a conference call or using video conferencing, as mutually agreed between the parties (each acting reasonably).
- 4.4 Subject to paragraph 4.5, the Design Authority Services may include some or all of the following, unless otherwise set out in the Statement of Works or otherwise agreed in writing between the parties:
  - 4.4.1 advice and support in respect of any new service stabilisation and/or introduction;
  - 4.4.2 future technology and service strategy sessions (brain storming);
  - 4.4.3 future ('roadmap') planning (short, medium and long term), including presenting any Vendor roadmap content that is available and relevant during the roadmap sessions; and
  - 4.4.4 ad-hoc guidance regarding technical requirements.
- 4.5 The Design Authority Services may include advice to the Customer's and/or the Company's service operations and account management teams for technical requirements. However, the Design Authority Services shall not include 'hands on' remediation or co-ordination or management of any deployment, implementation and/or technical issues.
- 4.6 The Company will provide the CDA Resource for the Customer for the Design Authority Services. The Company will use its reasonable endeavours to ensure that any CDA Resource allocated to the Customer is available within Normal Working Hours on reasonable notice to provide the Design Authority Services within the applicable number of days set out in Table 1.

**5 SECURITY ADVISOR SERVICES**

- 5.1 Where the Professional Services are stated to include Security Advisor Services in the Order Form, the Company will provide the Security Advisor Services accordance with this paragraph 5 and the Security Advisor Tier identified in the Order Form. There are four different types of Security Advisor Services: Standard DSA, Advance DSA, Premium DSA or Bespoke DSA.
- 5.2 Depending on the type of Security Advisor Services specified in the Order Form (if any), the Company will provide the Security Advisor Services, including organising the review sessions and providing reports, in accordance with Table 2 below (Security Advisor Tiers).

**Table 2 – Security Advisor Tiers**

	Security Advisor Tier			
	Standard DSA	Advanced DSA	Premium DSA	Bespoke DSA
<b>Service Element:</b>				
Frequency of review session and reporting analysis	Annual	Annual	Quarterly	As stated on the Order Form
Number of days for engagement work	Up to 1 (one) day per month	Up to 2 (two) days per month	Up to 4 (four) days per month	As stated on the Order Form

- 5.3 The review sessions referred to in Table 2 above (Security Advisor Tiers) may be held face to face at a Customer Premises, or at a Site of the Company or virtually, either as a conference call or using video conferencing, as mutually agreed between the parties (each acting reasonably).
- 5.4 With the exception of the review sessions as referenced in paragraph 5.3 above, all other Customer engagement will be delivered virtually, either as a conference call or using video conferencing;
- 5.5 Subject to paragraph 5.6, the Security Advisor Services may include some or all of the following, unless otherwise set out in the Statement of Works or otherwise agreed in writing between the parties:
  - 5.5.1 advice and support in respect of the creation or development of the Customer's cyber security strategy which may include the creation of cyber security policies, procedures and/or incident response planning;
  - 5.5.2 advice and support in respect of the selection, design and deployment of cyber security products and services;
  - 5.5.3 review of the existing security posture with a view to making improvement recommendations;
  - 5.5.4 review of the data within the Customer's cyber security tools and platforms in order to investigate alerts and make mitigation recommendations; and
  - 5.5.5 providing ad-hoc guidance regarding cyber security requirements.
- 5.6 The Security Advisor Services delivers advice to the Customer, however, the Security Advisor Services shall not include 'hands on' security incident response, remediation, co-ordination or management of any deployment, implementation and/or technical issues.
- 5.7 The Company will provide the DSA Resource for the Customer for the Security Advisor Services. The Company will use its reasonable endeavours to ensure that any DSA Resource allocated to the Customer is available within Normal Working Hours on reasonable notice to provide the Security Advisor Services within the applicable number of days set out in Table 2.



5.8 All information provided, and activities completed, by the DSA Resource is provided on an advisory and good faith basis. For the avoidance of doubt, the information provided and activities completed are done so “as is” without warranty of any kind and to the extent permitted by law, Company makes no representation, warranty or guarantee, express, statutory or implied to the Customer as to the accuracy of information or advice. To the fullest extent permitted by law, the Company specifically disclaims all statutory or other warranties, including implied warranties.

**6 CUSTOMER OBLIGATIONS**

6.1 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 to perform the Professional Services and provide staff familiar with the Customer’s programs and/or applications and/or requirements of the Professional Services, and shall ensure such staff will fully cooperate with the Company Personnel to enable the Professional Services to be performed.

6.2 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 CHARGES**

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

7.2 Subject to paragraph 7.3, the Charges for the Professional Services will be invoiced monthly 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.

7.3 The Charges for the Design Authority Services and/or Security Advisor Services will be invoiced annually in advance, with the first invoice issued by the Company on or around the Commencement Date and annually thereafter around the anniversary of the Commencement Date, unless stated otherwise in the Order Form.

7.4 Unless stated otherwise on an 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.

7.5 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.

7.6 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.

7.7 Where the Customer requests any amended date for any scheduled meeting or other activity or other performance of any Professional Services less than 10 (ten) Business Days prior to the agreed date for such activity, the Company reserves the right to charge the Customer an additional fee of £300.

7.8 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).