

– **Section One: Terms and Conditions** –

1. General

1.1. The terms set out in this Annex form part of our Standard Terms (which are comprised of the Main Body Terms, available at www.gradwell.com/terms-conditions/, and all relevant Annexes). The terms in this Annex apply whenever Gradwell agrees to provide installation and support services as detailed in paragraph 2 below (**“Professional Services”**). Any conflict between the Main Body Terms, the Annexes and/or any other document expressly referred to in the Standard Terms will be determined in accordance with clause 19.8 of the Main Body Terms.

1.2. All definitions used in the Main Body Terms apply to this Annex.

1.3. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.

1.4. Other definitions that appear only in this Annex have the meanings set out below:

- **“Amendment Request”** has the meaning given to it in paragraph 2.6 below.
- **“Intellectual Property Rights”** mean all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created.
- **“SoW”** has the meaning given to it in paragraph 2.3 below.

- **“Work”** means the work carried out by Gradwell (and/or any sub-contractor or consultant it validly appoints under the Contract) that comprises the Professional Services.

2. Provision of Professional Services

2.1. Where you wish to receive Professional Services from Gradwell in respect of any communications or IT service supplied by Gradwell or by a third party, and Gradwell agrees to provide such Professional Services, the following provisions of this paragraph 2 shall apply.

2.2. Clause 15 of the Main Body Terms shall not apply to the Contract for Professional Services. The Contract shall start on the date the Parties sign this Annex in the relevant space below and shall continue until the Work specified in the SoW has been completed and delivered, unless terminated earlier by one of the Parties in accordance with Law.

Statement of Work

2.3. The Parties shall promptly liaise in good faith to produce a written statement of work (“SoW”) which shall document:

- a) The nature and scope of the Work to be carried by Gradwell, including any equipment or apparatus that will be installed, set-up and/or supported. For the avoidance of doubt, Gradwell shall only be responsible for the tasks, activities or other items that are expressly documented as being required to be delivered or performed by Gradwell;
- b) Any activities or matters for which the Customer shall be responsible;
- c) The time period during which the Work shall be carried out by Gradwell, including any associated milestone target dates;
- d) Where the Professional Services include ongoing support services, the duration of the period for which support shall be provided;
- e) The price for each element of Work (which may be specified as a fixed figure, on a time and materials basis, or a combination of the two), and the relevant payment terms including the dates when payment(s) must be made;
- f) The location at which the Work shall be carried out. Where the Parties do not expressly agree that this shall be either the Customer’s premises or

Gradwell's premises, Gradwell may (acting reasonably) elect at its sole discretion the relevant location where the Work shall be performed;

g) Any other relevant matters that the Parties agree should be documented in the SoW.

Timing for delivery of Professional Services

2.4. Save where expressly agreed otherwise by the Parties in writing:

2.4.1. Gradwell shall perform the Professional Services during the hours of 9am to 5pm on Working Days; and

2.4.2. Any time period specified in the SoW for completion or delivery of any aspect of the Professional Services (including any milestone date) is a target only and Gradwell shall have no liability whatsoever to the Customer as a result of not meeting the relevant target or milestone date.

Timing of payments

2.5. Save where specified otherwise in the SoW, Gradwell shall issue an invoice for the Work associated with each milestone after that Work as detailed in the SoW is completed, and payment must be made by the Customer within 30 days of receipt of the relevant invoice. This paragraph 2.5 shall not prevent Gradwell invoicing and requiring payment from the Customer in advance of Work taking place where specified in the SoW (and any such payment shall be made by the Customer within 30 days of receipt of the relevant invoice, unless stated otherwise in the SoW).

Amendments to SoWs

2.6. If, during the course of completing the Work, it becomes clear to Gradwell (acting reasonably) that the SoW requires amendment to accommodate unforeseen circumstances in connection with the Work or any aspect of the subject matter that is the subject of the Professional Services, or the Customer informs Gradwell of additional work it would like Gradwell to perform, Gradwell shall within 10 Working Days provide written details of:

a) the nature of the problem, issue or circumstances encountered;

- b) the likely time required to accommodate or remedy the problem, issue, circumstances or to perform the additional work;
- c) any variations to the charges that will arise as a result;
- d) the likely effect on any existing aspect of the Work detailed in the SoW;
- and
- e) any other impact of the changes on the Contract

(“AMENDMENT REQUEST”).

2.7. The Customer shall consider the Amendment Request and within 5 Working Days either:

- a) give its approval, after which Gradwell shall continue to complete the Work outlined in the SoW as amended by the Amendment Request; or
- b) reject it, after which the Parties shall negotiate in good faith to identify and agree an amended SoW or other suitable plan for the Work to be completed.

2.8. For the avoidance of doubt, Gradwell shall not deviate from the SoW unless it receives approval for an Amendment Request in accordance with paragraph 2.7 a).

Gradwell obligations

2.9. In performing of the Professional Services, Gradwell shall:

- a) co-operate with the Customer in all matters relating to the Work;
- b) comply with all reasonable instructions given by the Customer in relation to the Work;
- c) Without prejudice to clauses 6.1 and 6.2 of the Main Body Terms, use reasonable skill and care in the performance of the Work in accordance with the SoW; and
- d) observe, and ensure that all relevant employees, sub-contractors and consultants observe, all relevant health and safety regulations and any reasonable security rules or requirements that apply at any Customer premise.

Liability

2.10. The contents of clause 11 of the Main Body Terms apply to the Contract and specify exclusions and limitations to Gradwell's liability under or in connection with the Contract and associated Work.

Consultants/sub-contractors

2.11. Gradwell may at its sole discretion appoint sub-contractors or consultants to carry out or assist with any aspect of performing the Professional Services, provided always that Gradwell shall remain liable to the Customer for the Professional Services carried out under the Contract and for any act or omission of the relevant sub-contractor or consultant that occurs in the normal course of any sub-contracted Work.

Travel and other expenses

2.12. Gradwell may charge the Customer for all reasonable travel, subsistence, accommodation or other ancillary expenses reasonably and properly incurred by Gradwell in connection with the performance of the Professional Services.

Intellectual property rights 2.13. All existing Intellectual Property Rights that subsist in each Party's work, goods, services, and materials as at the date of the Contract shall remain the sole property of that Party or (as the case may be) the owner of any relevant third-party. Save where the Parties expressly agree otherwise in writing, all Intellectual Property Rights in the Work or in any associated materials produced as part of the Professional Services shall remain the sole property of Gradwell.