



AGILITAS

Professional Services

Service Module

Order of precedence

This Service Module describes the terms and conditions which govern all Professional Services Orders entered into by a Customer with Agilitas IT Solutions of 6 Glaisdale Parkway, Nottingham, NG8 4GP registration number 02504382 (**“Agilitas”**)

Professional Services

Where specified within the Statement of Work, Quote and subsequent Order, the Services that Agilitas may provide to the Customer will include but not be limited to the following:

Professional Services professional services to be performed by Agilitas as detailed within the applicable Statement of Work, Quote and subsequent Order

The Services above shall be available as detailed within the relevant Statement of Work, Quote and subsequent Order.

1.1 In this Service Module:

- 1.1.1 a reference to this Service Module includes its schedules, appendices and annexes (if any);
- 1.1.2 the table of contents, background section and any clause, schedule or other headings in this Service Module are included for convenience only and shall have no effect on the interpretation of this Service Module;
- 1.1.3 a reference to a party includes that party’s personal representatives, successors and permitted assigns;
- 1.1.4 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.1.5 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.1.6 a reference to a gender includes each other gender;
- 1.1.7 words in the singular include the plural and vice versa;
- 1.1.8 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

- 1.1.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form excluding email; and
- 1.1.10 a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time .
- 1.1.11 This Service Module is for the supply of Professional Services. Neither party has power by virtue of this Service Module to make, vary or release contractual obligations on behalf of the other party or to represent that a relationship has been constituted, or that it has any such power.
- 1.1.12 Neither party shall represent itself as the agent of the other party without prior consent.

1.2 Agilitas and the Customer may agree that Agilitas is to perform professional services on behalf of the Customer ("Professional Services") and such services shall be detailed within the applicable Statement of Work, Quote and subsequent Order. Each Statement of Work, Quote and subsequent Order shall include, as a minimum, the description of the services, deliverables and any materials required to be developed under the Statement of Work, Quote and subsequent Order, and the charges and payment terms for such Professional Services if not specified elsewhere

2. Term and Termination

- 2.1 The Statement of Work, Quote and subsequent Order shall be in force from the date of the acceptance of any order for Professional Services or the effective date detailed within the Statement of Work, Quote and subsequent Order and shall continue in effect until terminated by either Party upon 30 day's written notice. In the event of termination, the terms of this Service Module shall continue to apply to any Quote, Order or Statement of Work still in progress until the completion of the Professional Services set forth in the applicable Statement of Work, Quote and subsequent Order.
- 2.2 Upon termination for any reason, all sums due to Agilitas shall become immediately payable by the Customer without set-off or deduction

ii) the following termination charges shall apply;

Cancellation notice received by the Customer	Cancellation Charge
6 working days or more notice of the cancellation	No cancellation charges
5 working days or less notice of cancellation	50% of the charges
2 working days or less notice of cancellation	100% of the charges

3. Professional Services

- 3.1 Service Dependencies

3.1.1 Professional Services under this Service Module shall be subject to the following assumptions;

- (a) The Statement of Work, Quote and subsequent Order provides commercially reasonable effort assessment and assistance only. It does not provide service level agreements, guaranteed response times, specific tangible deliverables other than that detailed within the Statement of Work, Quote and subsequent Order. Any issues or discoveries made during the course of the Professional Services shall be subject to additional charges
- (b) Decisions to be made by the Customer shall be made promptly and without delay
- (c) Any task not detailed in the Statement of Work, Quote and subsequent Order will be deemed out of scope and subject to additional charges
- (d) after delivery Agilitas shall provide report to the Customer, Agilitas is not responsible for the use of the report, revisions or how the Customer may implement that report
- (e) All findings and relates Customer specific information is the property of the Customer.
- (f) Agilitas reserves the right to charge for any requests to delay the Professional Services within three (3) working days of a scheduled appointment
- (g) Agilitas reserves the right to re-quote if the underlying currency rate moves by more than 5 cents from the spot rate at the date of the Quotation. Lead-time information is only valid at the time of quoting and may be subject to change.

3.1.2 Prior to Professional Services commencement;

- (a) Undertake and complete the preparations detailed in the Statement of Work, Quote and subsequent Order
- (b) Document any and all exceptions to completion
- (c) Verify applicable support contracts and serial numbers have been registered with the issuing body
- (d) Secure any hardware/facilities access/permissions
- (e) Customer will verify access to systems noted in the bill of materials

3.1.3 Out of Scope

- (a) Any areas not listed under this Professional Service Service Module.

3.1.4 Professional Services Charges do not include;

- Parts, components and materials, and for magnetic media, stationary, any other supplies, or any equipment purchased or hired specifically for the task
- Flights
- Hotels/accommodation and away from home expenses
- Overtime is excluded and shall be chargeable as follows;
 - over 7.5 hours Monday to Friday = x 2 hourly rate
 - any hours worked Saturday and Sunday = x 2 hourly rate
 - any worked hours Sunday and Bank Holidays (except Easter Sunday, Christmas Day, Boxing Day and New Years Day) = x 2 hourly rate
 - any hours worked Easter Sunday, Christmas Day, Boxing Day and New Years Day = x3 hourly rate
 - backfill

3.1.5 Service Delivery Confirmation

- (a) Upon completion of the above requirements detailed in this Professional Services Service Module, Agilitas will review the scope with the Customer and the Customer will sign the Agilitas delivery acceptance form

3.1.6 Acceptance of Deliverables

- (a) If the Customer is dissatisfied with or objects to any deliverable under this Professional Services Service Module, including without limitation for any purported failure to conform to any specification set forth in this Professional Services Service Module, then the Customer must notify Agilitas of such dissatisfaction or objection, in writing, within ten (10) business days after performance or receipt of the deliverable issues. If the Customer does not timely provide any such notice, the Customer shall be deemed to have forever waived any objection or dispute with respect to the deliverable at issue. If the Customer does provide any such notice, Agilitas will use commercially reasonable efforts to cure any unsatisfactory elements or alleged defects within ten (10) business days after receipt of the notice. Any attempts by the Customer to withhold payment because of a disputed deliverables without first giving Agilitas ten (10) business days to cure the alleged defect will constitute a material breach of the Service Module.

4. Customer Obligations

- 4.1 The Customer shall: (i) provide Agilitas with such access, information and materials as Agilitas may reasonably require in order to supply the Professional Services, and ensure that such information is complete and accurate in all material respects; (ii) respond promptly to any Agilitas request to provide direction, information, approvals, authorisations, decisions that are reasonably necessary for Agilitas to perform the Professional Services; (iii) ensure that all Customer equipment is in good working order and suitable for the purposes for which it is used in relation to the Professional Services and conforms to all relevant legal or industry standards or requirements; (iv) secure all necessary rights, licenses, consents, approvals and authorisations necessary for Agilitas to

use any third party materials or intellectual property that are in the Customer's environment and necessary for Agilitas to perform the Professional Services; and (v) perform any other Customer obligations identified in the applicable Statement of Work, Quote and subsequent Order. If Agilitas's performance of its obligations under this Service Module is prevented or delayed by the Customer's breach of this section or any act or omission of the Customer, Agilitas shall not be liable for any costs, charges or losses sustained or incurred by Agilitas, in each case, to the extent arising directly or indirectly from such prevention or delay

- 4.2 Customer will provide Agilitas with the necessary access to the Customer facilities where hardware is located and work is to be performed
- 4.3 Customer will provide Agilitas with the necessary access to the Customer qualified personnel needed for the provision of the Professional Services
- 4.4 Customer will provide all the necessary licenses to enable Agilitas to provide the Professional Services
- 4.5 Customer is responsible for its contracts and relationships with its third parties that may be involved in this engagement

5. **Project Deliverables**

- 5.1 Agilitas shall own the rights, title and interest in the Deliverables (excluding Customer property), and related IPR rights. During the term of the Statement of Work, Quote and subsequent Order, Agilitas grants the Customer limited, no exclusive, non transferable and terminable licenses to use the Deliverables solely for the Customer's receipt of the Professional Services.
- 5.2 Nothing herein shall be construed to assign or transfer any intellectual property rights in proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Agilitas to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to the Customer, on the same terms as the Deliverables; and (b) the term "Deliverables" shall not include the Tools.
- 5.3 The Customer shall own all rights, title and interest in and to any Customer Property. "Customer Property" means any technology, Customer-specific business processes, or deliverables, specifically as such materials are designated as customer-owned property in the agreed Quotation. Agilitas shall have the right to use any such Customer Property solely for the purpose of providing the Professional Services to the Customer hereunder.

6. **Independent Contractor**

- 6.1 This Contract has been created for the supply of Professional Services. The relationship between Customer and Agilitas shall be that of independent buyer and independent seller respectively, each in sole and full control of its business. Neither party has power by virtue of this Contract to make, vary or release contractual obligations on behalf of the other party or to represent that a relationship has been constituted, or that it has any such power.

7. **Non Solicitation**

- 7.1 Neither party shall directly or indirectly, during or at any time within twelve (12) months after the termination of this Contract unless otherwise agreed by the Parties in writing:

- a) solicit or entice away or employ or attempt to solicit or entice away or employ any of the other party's employees who are directly associated with the performance of Professional Services.
- b) In the event that either party is in breach of this Clause 7.1a) the party in breach shall pay to the other by way of liquidated damages an amount equal to 80% of the gross annual salary (as at the time of the breach) of the person so employed or engaged. This provision shall be without prejudice to either party's ability to seek injunctive relief. The parties acknowledge and agree that the formula specified in this clause is a reasonable estimation of the loss which would be incurred by the loss of the person so employed or engaged.
- c) This restriction will not apply to employees who independently respond to indirect solicitations (such as general advertisements) not targeting such employees.

8. Entire Agreement

- 8.1 This Service Module together with any executed Statement of Work, Quote and subsequent Order, constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Service Module and the Professional Services. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs, verbal and/or written communications related to the Professional Services to be provided by Agilitas.
- 8.2 In the event that the Customer or Agilitas request a change to the specification, requirements, deliverables, or scope of the Professional Services described in the Statement of Work, Quote and subsequent Order, the party seeking the change shall propose the applicable change in writing ("Change Control Note"). Any Contract Change Notice shall not be binding unless agreed by both parties.