



Terms and conditions (Supplier Terms)

Professional Services

Structure of these Supplier Terms

At the end of the General Provisions there is an Annex for NEC MultiCloud which sets out additional product/service specific provisions (which also override the General Provisions if there is any conflict). After the Annex is a Glossary; any capitalised terms within these Supplier Terms which are not defined in the Glossary shall have the meaning set out elsewhere in this Agreement.

General Provisions

The parties recognise that any Professional Service days set out in this Agreement are an estimate based on the parties' current understanding of their requirements and obligations.

Unless otherwise specified in the Particulars, Professional Services shall be delivered remotely during Working Hours.

Unless otherwise agreed between the parties, where a number of days has been specified, any additional hours worked at the Buyer's request shall be deducted from the remaining number of days and part days shall be used subject to a minimum usage of half a day.

All Professional Services days purchased as part of a fixed price project or a block booking are non-cancellable and non-refundable.

If the Buyer does not provide the Supplier with the necessary access or information to enable the Supplier to deliver the Professional Services the Supplier reserves the right to terminate the Professional Services element of the Agreement and raise an invoice for any unpaid Charges.

Subject to the Buyer's reimbursement of non-refundable expenses as provided below, the Supplier will use reasonable endeavours to accommodate rescheduling of Professional Services at the Buyer's request. However, if the Buyer seeks to reschedule or postpone Professional Services within: (a) the period ten to six Working Days of the booked date for delivery, the Supplier shall be entitled to invoice the Buyer for 50% of the relevant charges; or (b) five Working Days or less of the booked date for delivery, the Supplier shall be entitled to invoice the Buyer for 100% of the relevant Charges. Unless otherwise agreed in writing between the parties, days paid for must be utilised within 12 months of the date of the Buyer's purchase order.

If the Buyer seeks to postpone or reschedule Professional Services at any time where the Supplier has booked a flight and/or incurred other reasonable expenses which are non-refundable, the Buyer will still be liable to pay the cost of such flight and/or other expenses.

Where a block booking for a number of days of Professional Services is made the following shall apply: (a) unless otherwise agreed in writing between the parties such days must be utilised within 12 months of the date of the Buyer's purchase order, any days not utilised within such period will be lost and may not be carried forward; and (b) delivery of Professional Services is subject to reasonable advance request and agreement on the specific delivery dates.

Miscellaneous

- If this Agreement contains the Buyer's service description, requirements or specification ("**Specification**") and if any provision of that Specification conflicts with these Supplier Terms, then regardless of any other provision in this Agreement, these Supplier Terms will take precedence.
- Regardless of any other provision in this Agreement, except to the extent not permitted by law:
 - The Buyer assumes sole responsibility for results obtained from its use of the Supplier's deliverables and for any conclusions drawn from such use; and
 - The Supplier shall have no liability for any damage caused by errors or omissions in any information, data, instructions or scripts provided to the Supplier by the Buyer in connection with this Agreement, or any actions taken by the Supplier at the Buyer's direction.
- Except where the Supplier has specifically agreed to provide such services, the Buyer will promptly:
 - Supply the Supplier with any information and assistance reasonably necessary for the Supplier to perform its obligations under this Agreement; and
 - Provide the Supplier's personnel with full free and safe access to its site when required, to enable the Supplier to perform its obligations under this Agreement.
- The Buyer warrants, represents and undertakes to the Supplier that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**TUPE**") of employees from the Buyer (or any supplier, contractor or other service provider to the Buyer) to the Supplier. Regardless of any other provision of this Agreement, the Buyer agrees to indemnify the Supplier against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of:
 - A claim by any person who transfers or alleges that they have transferred to the Supplier as a result of entering into this Agreement; and/or
 - Any failure by the Buyer to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE.

Annex: NEC MultiCloud


Where NEC MultiCloud is to be provided the provisions set out in this Annex shall apply. If there is any conflict between the provisions set out in this Annex, and any other provisions set out in these Supplier Terms, this Annex shall apply.

NEC MultiCloud services are provided on the terms set out in the G-Cloud Service Definition on the Platform, which are hereby incorporated into the Agreement by reference.

Glossary

In addition to the terms defined elsewhere in this Agreement, in this Schedule the following terms shall (regardless of any other provision in this Agreement) have the meaning set out below:

- “Agreement”** means the Call-Off Contract.
- “Particulars”** means the Order Form.
- “Working Days”** means Monday to Friday inclusive, excluding bank holidays and public holidays in England.
- “Working Hours”** means the hours of 09.00 to 17.30 inclusive in local UK time on Working Days.

About NEC Software Solutions 

Our customers change lives, so we create software and services that get them better outcomes. By innovating when it matters most, we help to keep people safer, healthier and better connected worldwide.

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