Cielo Costa

Standard Terms and Conditions

Between **Cielo Costa** and its clients

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Document 2: Standard Terms and Conditions

Reference: CC-STC-2.2.1
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Current version is available at www.cielocosta.com/terms

PART A: GENERAL TERMS

These provisions apply to all engagements regardless of service type.

1. Definitions and Interpretation

1.1 Core Terms

1.1.1 **"Document 1"** means the Service Order, Statement of Work, Licence Agreement, or other engagement-specific document.

1.1.2 **"Document 2"** or **"Standard Terms"** means this document containing the standard terms and conditions.

1.1.3 **"Agreement"** means Document 1 (including all its appendices where applicable), Document 2, and all Schedules explicitly referenced therein.

1.1.4 **"Client"** or **"the Client"** means the entity identified in Document 1 or, where services are agreed without Document 1, the entity receiving services under written agreement.

1.1.5 **"Supplier"** or **"the Supplier"** means Cielo Costa Limited.

1.1.6 **"Parties"** means the Client and Supplier collectively, and **"Party"** means either one of them.

1.1.7 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than 50% of voting shares or equivalent ownership interest

1.1.8 **"Authorised Contacts"** means the individuals identified in Document 1 as having authority to provide instructions, approvals, escalations, and notices on behalf of a Party for contractual and commercial matters

1.2 Time Terms

1.2.1 **"Working Days"** means Monday to Friday, 09:00 to 17:00 UK time, excluding UK bank holidays and 24 December to 2 January inclusive.

1.2.2 **"Working Hours"** means the hours within Working Days.

1.2.3 **"Service Period"** means the duration specified in Document 1.

1.2.4 **"Quarter"** means a three-month period commencing from the first day of the month in which services start or defined in Document 1

1.3 Service Terms

1.3.1 **"Professional Services"** means technical, advisory, operational, or management services, including consultation, development, support, analysis, implementation, and all other professional work.

1.3.2 **"Deliverables"** means the outputs, products, documentation, or results specified in Document 1.

1.3.3 **"Acceptance"** means the Client's approval that Deliverables meet agreed specifications.

1.3.4 **"Milestone"** means a defined deliverable or project phase triggering payment in Fixed Price engagements.

1.3.5 **"Major Release"** means deployment involving substantial new functionality, significant changes to existing features, architectural modifications, or other changes that materially affect system behaviour or user experience, as determined by the Supplier.

1.3.6 **"Hypercare Period"** means thirty (30) days following go-live during which enhanced support is provided.

1.3.7 **"Warranty Period"** means thirty (30) days following Acceptance, applicable to Fixed Price engagements, during which defects are corrected at no charge.

1.3.8 **"Quarterly Allowance"** means the hours allocated per three-month quarter for S&CI engagements.

1.3.9 **"Client Business Purposes"** means use by the Client and its Affiliates for the Client's own business operations.

1.4 Commercial Terms

1.4.1 **"Service Fees"** means the fees payable by the Client as specified in Document 1.

1.4.2 **"Change Request"** means a formal written request to modify scope, timeline, or budget.

1.4.3 **"Standby Costs"** means daily charges when resources cannot work due to Client delays exceeding two (2) Working Days.

1.4.4 **"Environment Costs"** means costs for all environments including development, test, production, and any other environments, whether hosted by Supplier, Client, or third parties.

1.4.5 **"VAT"** means Value Added Tax and any similar tax.

1.5 Intellectual Property Terms

1.5.1 **"Intellectual Property Rights"** means all intellectual property rights existing now or in future.

1.5.2 **"Background IP"** means intellectual property that existed before this Agreement or was created outside its scope.

1.5.3 **"Product Software"** means software products developed and maintained by the Supplier for use by multiple clients, including Conforme and other Supplier platforms as specified in Document 1, regardless of commercial model (subscription, perpetual licence, or purchase)

1.5.4 **"Custom Developments"** means software, configurations, integrations, or solutions explicitly created for the Client as Foreground IP under an engagement, excluding Product Software

1.5.5 **"Source Code"** means the human-readable form of computer software, including all scripts, configurations, deployment packages, and technical documentation necessary for understanding and modifying the software.

1.5.6 **"Business Continuity Materials"** means the minimum materials necessary for the Client to continue operating the solution in the Supplier's absence, as determined by the Supplier based on the solution architecture and Client operational needs. Business Continuity Materials may include compiled code, build outputs, database schemas, configurations, deployment scripts, and operational documentation. Source code is included only where the Supplier determines it is necessary for the Client's operational continuity

1.6 Data and Legal Terms

1.6.1 **"Data"** means all information in any form, including Personal Data, Confidential Information, and business data.

1.6.2 **"Personal Data"**, **"Data Subject"**, **"Processing"**, **"Controller"**, **"Processor"**, and **"Personal Data Breach"** have the meanings given in Data Protection Legislation.

1.6.3 **"Data Protection Legislation"** means the UK GDPR, Data Protection Act 2018, and successor legislation.

1.6.4 **"Confidential Information"** means information that is proprietary or confidential and is either clearly labelled as such or by its nature ought reasonably to be considered confidential.

1.7 Process and Communication Terms

1.7.1 **"Written Communication"** means any communication in writing that creates a retrievable record, including but not limited to email, Slack, Microsoft Teams, WhatsApp, SMS, comments in shared work management tools (such as ClickUp, Azure DevOps, Jira, Figma, or similar platforms), postal mail, or other electronic messaging platforms. For restrictions on formal contractual matters, see Section 11.7.4.

1.7.2 **"Emergency Changes"** means critical issues requiring immediate operational scope changes to address service outage, data loss, security breach, or severe commercial impact.

1.8 Rights and Remedies

1.8.1 **"Force Majeure Event"** means events beyond reasonable control as specified in Section 10.4.

1.8.2 **"Step-In"** means the Client's right to engage alternative resources to complete work following Supplier material breach, subject to the conditions in Section 3.6

1.9 Interpretation

1.9.1 Headings do not affect interpretation

1.9.2 Singular includes plural and vice versa

1.9.3 "Including" means "including without limitation"

1.9.4 "Days" means calendar days unless specified as Working Days

2. Agreement Structure and Document Hierarchy

2.1 Document Structure

2.1.1 This Agreement comprises:

(a) Document 1 (Service Order): Contains engagement-specific terms, including parties, scope, deliverables, fees, payment schedules, service volumes, timelines, and key contacts. Document 1 may be titled as Statement of Work, Service Order, Work Order, Product Order, Licence Agreement, or other designation appropriate to the engagement type.

(b) Document 2 (Standard Terms and Conditions): This document, containing the legal and operational framework governing all engagements.

(c) Schedule A (Rate Cards): Standardised rate structure for project work and S&CI engagements, attached to Document 2.

2.1.2 Any schedules explicitly referenced in Document 1 form part of this Agreement and are legally binding.

2.1.3 Service Models and other operational documentation are maintained separately and do not form part of this Agreement unless explicitly incorporated by reference in Document 1.

2.1.4 No other documents or communications form part of this Agreement.

2.2 Multiple Engagements

2.2.1 The Client may execute multiple Document 1s under these Standard Terms

2.2.2 Each Document 1 operates independently unless explicitly stated otherwise

2.2.3 Termination of one Document 1 does not affect others, and individual Document 1s may be terminated whilst others continue

2.2.4 The Supplier may assign personnel across multiple engagements where this maintains service consistency and leverages accumulated knowledge

2.2.5 The Supplier shall maintain appropriate confidentiality barriers and information security measures to ensure that confidential information from one engagement is not used to benefit another client or disclosed inappropriately

2.3 Document Hierarchy

2.3.1 Document 1 contains engagement-specific commercial terms including scope, deliverables, fees, payment schedules, service volumes, timelines, key contacts, and other commercial variables specific to the engagement

2.3.2 These Standard Terms (Document 2) establish the legal framework including intellectual property, liability, confidentiality, data protection, termination, insurance, compliance, and dispute resolution

2.3.3 Where Document 1 and these Standard Terms address the same matter, these Standard Terms prevail

2.3.4 Relevant Service-Specific Terms (Part B) prevail over General Terms (Part A) for matters addressed in both

2.3.5 Legal compliance obligations supersede any conflicting contractual provisions

2.4 Execution and Renewal

2.4.1 New engagements require only execution of a new Document 1

2.4.2 Renewals with identical terms may be confirmed by email from authorised contacts specified in Document 1

2.4.3 Renewals with any changes require a new Document 1

2.4.4 These Standard Terms continue across all engagements unless specifically superseded

2.4.5 Updated versions of these Standard Terms apply to Document 1s executed after the update date

2.5 Commencement Before Documentation

Where services commence before formal documentation:

2.5.1 Services may begin under email agreement or Written Confirmation

2.5.2 These Standard Terms apply to such arrangements

2.5.3 Document 1, when subsequently executed, documents the agreed terms from its execution date

2.5.4 Work performed at Client's request before Document 1 execution remains valid and chargeable

2.6 Commercial Prerequisites

2.6.1 Where the Client's policies require purchase orders, these must be raised for the full engagement value before services commence

2.6.2 The Supplier typically requires two to four (2-4) weeks to mobilise resources after all commercial prerequisites are met

2.6.3 Urgent engagements may be accommodated subject to resource availability

2.6.4 Work undertaken at Client's request without required purchase orders is at the Client's risk for payment

2.6.5 Where urgency requires immediate commencement, the Parties may proceed in good faith with written confirmation, but the Client remains liable for all fees

2.7 Extension and Renewal Process

2.7.1 Either Party may initiate renewal discussions ninety (90) days before expiry

2.7.2 Extensions maintaining identical terms and rates may be confirmed by email from authorised contacts

2.7.3 Extensions with any changes require a new Document 1

2.7.4 All extensions and renewals incorporate the then-current Standard Terms

2.7.5 Service continuity is maintained during renewal negotiations

2.8 Continuation of Services

2.8.1 The Supplier recognises that Services are often critical to the Client's business operations and end-users

2.8.2 Where the Service Period has expired, Continuation Services require explicit agreement by Written Communication from Authorised Contacts

2.8.3 Continuation Services:

(a) Shall not exceed ninety (90) days unless a new Document 1 is executed

(b) Shall be charged at the project rates specified in Schedule A unless otherwise agreed in writing between the Parties

(c) May be ceased by the Supplier with seven (7) days' Written Communication

2.8.4 The Client acknowledges that requesting Continuation Services constitutes acceptance of these continuation terms

2.9 Auto-renewal Provisions

Where specified in Document 1:

2.9.1 Engagements auto-renew for successive periods unless either Party provides notice

2.9.2 Notice period shall be specified in Document 1, or ninety (90) days if not specified

2.9.3 Auto-renewed terms incorporate current rates and Standard Terms

2.9.4 The Client's continued use constitutes acceptance

3. Term & Termination

3.1 Commencement & Duration

3.1.1 Each engagement commences on the date specified in Document 1 or, where no Document 1 exists, the date services are agreed by Written Communication.

3.1.2 Each engagement continues for the period specified in Document 1 unless terminated earlier in accordance with these Standard Terms.

3.2 Termination Rights

Unless otherwise specified in Document 1 or Part B:

3.2.1 Either Party may terminate without cause on ninety (90) days' notice

3.2.2 Either Party may terminate for material breach on thirty (30) days' notice to remedy

3.2.3 Immediate termination applies for unremedied breach

3.2.4 Insolvency permits immediate termination

3.2.5 Material breach includes, but is not limited to:

(a) Persistent failure to meet agreed service levels (per Section 14.2.3 for S&CI)

(b) Supplier delays exceeding 30 days beyond agreed milestones without reasonable cause

(c) Breach of confidentiality, data protection, or intellectual property obligations

(d) Failure to maintain required insurance

(e) Breach of anti-bribery or compliance obligations

3.3 Service Transition

3.3.1 Upon notice of termination:

(a) Transition planning commences immediately

(b) New work may be suspended

(c) Ongoing work continues unless directed otherwise

(d) Knowledge transfer is prioritised

3.3.2 The Supplier shall provide for up to sixty (60) days per Document 1:

(a) Reasonable transition assistance

(b) Documentation handover

(c) Knowledge transfer sessions

(d) Third-party introductions where appropriate

3.3.3 Transition assistance is charged at the project rates specified in Schedule A unless covered by remaining Quarterly Allowance in S&CI engagements

3.4 Post-Termination Obligations

3.4.1 Following termination:

(a) Confidential information is returned or destroyed

(b) Client data is exported within thirty (30) days unless otherwise specified in Document 1

(c) Outstanding fees become immediately due

(d) Surviving provisions continue

(e) Where termination results from Supplier material breach:

(i) The Client shall pay for all completed work at the rates specified in Document 1

(ii) For prepaid engagements, the Supplier shall refund fees attributable to undelivered Deliverables or unused Service Periods on a pro-rata basis

(iii) The Supplier remains liable for transition assistance per Section 3.3

(iv) This refund obligation does not apply where termination results from Client breach or circumstances beyond Supplier's reasonable control

3.4.2 The following survive termination:

(a) Intellectual Property (Section 7)

(b) Confidentiality (Section 8.1)

(c) Data Protection (Section 8.2)

(d) Limitation of Liability (Section 9.1)

(e) Dispute Resolution (Section 5.3)

(f) Payment obligations for completed work

3.5 Delay Remedies and Liquidated Damages

3.5.1 The remedies specified in this Agreement represent the standard approach to service delivery issues and breaches

3.5.2 Where Document 1 specifies alternative or additional remedies (such as liquidated damages for milestone delays or enhanced service credits for specific performance metrics), those provisions supplement or replace the standard remedies as specified in Document 1

3.5.3 Any liquidated damages specified in Document 1 must:

(a) Represent a genuine pre-estimate of loss arising from the specific breach or delay

(b) Be proportionate to the nature and impact of the breach

(c) Specify a reasonable cap on total liability

3.5.4 The existence of liquidated damages provisions does not prevent either Party from exercising termination rights for material breach

3.5.5 Where Document 1 specifies performance incentives (such as early delivery bonuses, efficiency savings sharing, or SLA excellence rewards), these provisions supplement the standard terms and provide mutual encouragement for exceptional performance

3.6 Step-In Rights

3.6.1 Step-In rights apply only to Custom Developments. Where Product Software delivery is in breach, the Client's remedies are termination and refund per Section 3.4.1(e), not Step-In.

3.6.2 Step-In rights apply only where ALL of the following conditions are met:

(a) Supplier is in material breach per Section 3.2.5(b) (delays exceeding 30 days beyond agreed milestones)

(b) Supplier has failed to remedy within the thirty (30) day period specified in Section 3.2.2

(c) Services are critical to Client's ongoing operations

(d) Client provides 14 days' Written Communication of intent to step in

(e) The breach did not result from Client actions, Force Majeure, or circumstances beyond Supplier's reasonable control

3.6.3 During step-in period, the Client may:

(a) Engage alternative suppliers to complete the work

(b) Access work-in-progress, documentation, and environments

(c) Use Foreground IP created to date under licence, and grant temporary sublicences to alternative suppliers solely for completion of the specific deliverables in breach

(d) Request reasonable cooperation from Supplier personnel

3.6.4 Step-In is limited to:

(a) The greater of 90 days or the time remaining in the original delivery schedule for the affected deliverables, unless extended by mutual written agreement

(b) Completion of the specific deliverables in breach only

(c) Access necessary for completion (not broader system access)

3.6.5 During and after step-in:

(a) The Supplier is presumed not liable for any defects, failures, or issues in the work discovered during or after the step-in period

(b) Where the Client claims any issue was caused by Supplier's pre-step-in work, the Client bears the burden of proving causation through independent technical analysis at the Client's cost

(c) The Client indemnifies the Supplier against all claims, losses, and costs arising from the work unless causation by the Supplier is proven per subsection (b)

(d) The Supplier's intellectual property rights under Section 7 remain in full force

3.6.6 The Client shall pay:

(a) For all Supplier work completed prior to step-in

(b) Reasonable cooperation costs during step-in at Schedule A project rates

(c) Any costs for restoration or remediation of Supplier work damaged during step-in

3.6.7 Step-In does not waive Client's right to terminate or claim damages for the original breach

3.6.8 Protection of Supplier Intellectual Property during step-in:

(a) Before granting access to any Supplier work, documentation, or source code, the Client shall: (i) Limit alternative supplier access strictly to materials necessary for completing the specific deliverables in breach (ii) Ensure alternative suppliers sign confidentiality and intellectual property protection agreements containing obligations no less stringent than those in Sections 7 and 8.1 of this Agreement (iii) Maintain access logs documenting what materials were accessed and when

(b) The Client is responsible for enforcing these obligations against alternative suppliers

(c) Any sublicences granted under Section 3.6.3(c) automatically terminate upon the earlier of: (i) Completion of the step-in work (ii) Expiry of the step-in period (iii) Termination of this Agreement

(d) Within 7 days of step-in completion or termination, the Client shall ensure all alternative suppliers: (i) Return or securely destroy all copies of Supplier materials, source code, and documentation (ii) Provide written certification of such return or destruction

(e) The Client remains fully liable for any breach of Sections 7 or 8.1 by alternative suppliers during or after step-in, regardless of whether the alternative supplier is in breach of their obligations to the Client

3.7 Transition and Continuation Rights

3.7.1 Upon termination for any reason where Deliverables are incomplete, the Client may request access to available work-in-progress to complete the work using alternative resources, where technically feasible

3.7.2 The Client must provide Written Communication within 14 days of termination notice

3.7.3 The Supplier shall provide reasonable access to work-in-progress, subject to the protections in Section 3.7.4

3.7.4 The protections in Section 3.6.8 apply to any transition and continuation work (NDAs, access logs, minimum necessary access, return/destruction)

3.7.5 Where termination results from:

(a) Supplier breach: No additional fees for transition assistance

(b) Client convenience or Client breach: Client pays transition assistance at Schedule A project rates plus reasonable costs for documentation and handover

(c) Mutual agreement or end of term: As agreed between Parties

3.7.6 This Section 3.7 is separate from and does not limit Step-In Rights under Section 3.6

4. Services & Service Standards

4.1 Professional Standards

4.1.1 The Supplier shall use reasonable endeavours, where applicable, to:

(a) Maintain high professional standards consistent with industry good practice

(b) Provide appropriately qualified and experienced personnel

(c) Ensure continuous improvement in service delivery

(d) Maintain quality assurance processes appropriate to the services

(e) Optimise resource utilisation for effective service delivery

4.1.2 Service Scope

4.1.2.1 Professional Services may include any technical, advisory, or operational work as agreed between the Parties

4.1.2.2 The Supplier retains professional discretion to determine appropriate methods, tools, and approaches to deliver agreed service objectives efficiently and effectively

4.1.2.3 Where the Client imposes restrictions on specific activities, tools, or methods (such as security policies, change freezes, or budget constraints), the Supplier shall:

(a) Advise on any impact to service delivery, quality, timelines, or costs

(b) Propose alternative approaches where feasible

(c) Document any limitations to service standards resulting from such restrictions

4.1.2.4 The Client's restrictions shall not constitute grounds for Supplier breach where the Supplier has complied with Section 4.1.2.3 and documented the limitations

4.1.2.5 Certain activities are integral to professional service delivery and cannot be eliminated without fundamentally compromising service quality, including:

(a) Requirements analysis and business analysis to understand needs

(b) Quality assurance and testing appropriate to the deliverable

(c) Documentation necessary for maintainability and knowledge transfer

(d) Code review and technical validation

(e) Risk assessment for material changes

The Supplier shall determine the appropriate level of such activities based on work complexity and business impact. Where the Client requests reduction or elimination of these activities, Section 4.1.2.3 applies

4.1.2.6 The Supplier reserves the right to decline work that:

(a) Falls outside agreed scope or available expertise

(b) Would compromise service quality or other Client commitments

(c) Would violate legal, ethical, or professional standards

4.1.2.7 Such declination shall not constitute breach, and the Supplier shall, where possible, suggest alternatives

4.1.2.8 The Parties shall mutually agree the appropriate engagement type based on work nature and scope (see Section 12.2 for S&CI-specific guidance)

4.1.3 Subcontracting and Resource Location

4.1.3.1 The Supplier may engage subcontractors or utilise globally distributed resources to deliver services, subject to this Section 4.1.3

4.1.3.2 Where Document 1 specifies data location restrictions or requires UK-only resources, the Supplier shall ensure compliance through appropriate resource allocation and access controls

4.1.3.3 The Supplier remains fully liable for all subcontractor performance as if performed by the Supplier directly

4.1.3.4 All subcontractors are bound by confidentiality, security, and data protection obligations equivalent to those in this Agreement

4.1.3.5 The Client may object to specific subcontractors where reasonable concerns exist regarding capability, security, or conflicts of interest. Such objections shall not be unreasonably withheld

4.1.3.6 For clients in regulated sectors, the Supplier shall provide details of subcontractors handling Personal Data upon request

4.1.4 Resource Allocation

4.1.4.1 The Supplier shall determine appropriate expertise levels based on:

(a) Work complexity and business impact

(b) Required specialised knowledge

(c) Stakeholder engagement requirements

(d) Risk and compliance considerations

4.1.4.2 The Client may request specific resources or expertise levels

4.1.4.3 The Supplier will accommodate such requests where practical, whilst maintaining professional standards

4.1.5 Time Recording

4.1.5.1 Time recording requirements including increments and minimum charges are defined in Part B for each engagement type, or if not specified, in Document 1.

4.1.5.2 For engagements without specific provisions in Part B or Document 1:

(a) Time is recorded in 15-minute increments

(b) Minimum charges: Four (4) hours for on-site work, fifteen (15) minutes for remote work

4.1.5.3 Work outside Working Hours:

(a) Is undertaken at the Supplier's sole discretion

(b) Requires prior agreement for each instance

(c) Cannot be demanded as of right

(d) Is subject to resource availability and charged at 2x applicable rates

4.1.5.4 Travel time is chargeable at applicable rates, capped at four (4) hours each way unless otherwise agreed in Document 1

4.1.6 Service Management and Governance

4.1.6.1 Effective service delivery requires investment in professional service management activities, including:

(a) Service relationship management and strategic planning

(b) Proactive risk and issue identification and management

(c) Performance monitoring, reporting, and documentation

(d) Quality assurance and continuous improvement

(e) Resource coordination and capacity planning

(f) Stakeholder engagement and communication

4.1.6.2 Standard governance and reporting requirements for each engagement type are defined in Part B of this Document 2, and any enhanced or modified requirements are specified in Document 1

4.1.6.3 These activities are included in the service delivery approach and resource allocations specified in Document 1

4.1.6.4 Additional governance or reporting activities beyond those specified in Part B or Document 1 require prior Written Communication before commencement and are chargeable

4.2 Service Delivery Standards

4.2.1 Hypercare Period

4.2.1.1 A thirty (30) day Hypercare Period applies following new solution or Major Release deployment, unless otherwise agreed in Document 1

4.2.1.2 Hypercare and Warranty are distinct:

(a) Warranty Period (Section 4.2.1.11): Defects in deliverables that fail to meet agreed specifications are corrected at no additional charge

(b) Hypercare Period: Enhanced monitoring, post-deployment support, stabilisation, user adoption assistance, and minor adjustments to address deployment-related issues

4.2.1.3 During Hypercare, the Supplier provides enhanced support at the Supplier's discretion to protect Client end-users and business continuity

4.2.1.4 Issues normally requiring Change Requests may be addressed as support items during Hypercare, subject to available budget or hours

4.2.1.5 Hypercare work is chargeable as follows:

(a) Where active Fixed Price or T&M engagement has remaining budget: consumes remaining budget

(b) Where active S&CI engagement has available Quarterly Allowance hours: consumes available hours

(c) Where no budget or hours available: chargeable at project rates specified in Schedule A

(d) Where otherwise agreed in Document 1

4.2.1.6 Before commencing Hypercare work under 4.2.1.5(c), the Client must approve costs by Written Communication from Authorised Contacts

4.2.1.7 The Supplier shall communicate whether work is being addressed under Warranty (no charge) or Hypercare (chargeable per 4.2.1.5), and shall provide cost estimates for Hypercare work before commencing, where charges will apply

4.2.1.8 Hypercare runs concurrently with any Warranty Period and serves different purposes. Work may qualify as both Hypercare support and Warranty correction, in which case Warranty provisions apply (no charge)

4.2.1.9 For Fixed Price engagements, anticipated Hypercare effort should be estimated and included in Document 1 pricing where feasible. For Time & Materials and S&CI engagements, Hypercare consumes available budget or hours as applicable

4.2.1.10 Where Client delays extend the Hypercare Period beyond the standard thirty (30) days, Section 6.4.5 applies. The commercial arrangement for Hypercare activities assumes timely Client cooperation, and delays affecting Hypercare stabilisation, user adoption, or issue resolution may trigger charges regardless of whether Hypercare was included in agreed fees without separate charge

4.2.1.11 Warranty Period: Thirty (30) days following Acceptance, applicable to Fixed Price engagements. During the Warranty Period, defects in deliverables that fail to meet agreed specifications are corrected at no charge. The Supplier determines whether issues constitute warranty defects based on agreed specifications and the nature of the issue

4.2.2 Acceptance Testing

For all Deliverables requiring acceptance:

4.2.2.1 The Supplier shall notify when ready for testing

4.2.2.2 The Client has ten (10) Working Days to accept or reject

4.2.2.3 Acceptance criteria shall be agreed prior to delivery

4.2.2.4 Rejection must specify defects or non-conformance

4.2.2.5 Deliverables are deemed accepted if:

(a) Not rejected within the testing period

(b) Put into production use by the Client

4.2.2.6 The Supplier shall rectify rejected Deliverables within reasonable timeframes

4.2.2.7 For urgent projects requiring expedited testing, shortened timescales may be agreed in Document 1

4.2.3 Service Transparency

4.2.3.1 The Client shall have reasonable access to service delivery information

4.2.3.2 Standard reporting requirements are defined in Part B for each engagement type

4.2.3.3 Additional reporting may be requested and shall be chargeable

4.2.3.4 Service records shall be maintained for twelve (12) months

4.2.3.5 Audit Rights - The Client may audit service delivery subject to the following:

(a) Frequency: Once per 12-month period, plus additional audits where reasonable cause exists (such as suspected invoice errors exceeding 10% or material SLA disputes)

(b) Scope: Audit covers services provided to the Client only, including time records and invoices, deliverables and documentation, SLA performance records, and change orders and variations

(c) Exclusions: Audit does not include the Supplier's work for other clients, internal cost structures, profit margins, pricing models, personnel files, internal processes, or other clients' confidential information

(d) Notice: Fourteen (14) days' Written Communication to Authorised Contacts

(e) Method: Audit conducted via document review, interviews with assigned resources by prior arrangement, or system demonstrations where relevant, at the Supplier's premises or via secure remote access

(f) Costs: Each Party bears its own audit costs unless the audit reveals invoice errors exceeding 10% over the audited period, in which case the Supplier reimburses reasonable audit costs up to a maximum of £5,000

(g) Confidentiality: Auditors must sign confidentiality agreements before accessing Supplier information

(h) Reports: Audit findings shared with both Parties within thirty (30) days of audit completion

4.2.4 Information Security

4.2.4.1 Both Parties shall maintain information security practices appropriate to the nature and sensitivity of the services and data

4.2.4.2 For regulated sectors, the Supplier maintains Cyber Essentials Plus certification and can provide evidence of compliance upon reasonable request

4.2.4.3 Enhanced security requirements specific to an engagement shall be detailed in Document 1

4.2.4.4 Either Party may request evidence of security controls annually, or more frequently where reasonable cause exists

4.2.4.5 Security incident response procedures are detailed in Section 4.2.7

4.2.5 Business Continuity

This section addresses business disruption events, not routine support incidents. Both Parties shall:

4.2.5.1 Maintain and test business continuity plans

4.2.5.2 Address loss of personnel, facilities, or systems

4.2.5.3 Prioritise critical service restoration

4.2.5.4 Provide status updates during disruptions

4.2.5.5 Conduct post-disruption reviews

4.2.6 Backup and Disaster Recovery

4.2.6.1 Client-Hosted Solutions: Where solutions are deployed in the Client's infrastructure (including cloud tenants, servers, or systems managed by the Client), the Client is responsible for all backup arrangements, disaster recovery planning and execution, infrastructure security and availability, and testing backup restoration procedures

4.2.6.2 Supplier-Hosted Solutions: Where the Supplier hosts solutions in infrastructure managed by the Supplier (including cloud services procured by the Supplier for the Client's use), the Supplier is responsible for backup and disaster recovery, with specific service levels, RTO, RPO, and costs documented in Document 1

4.2.6.3 The Supplier's development, configuration, and implementation work does not include backup or disaster recovery arrangements unless explicitly specified as a deliverable

4.2.6.4 Both Parties acknowledge that absence of adequate backup arrangements creates material risk. Where backup and disaster recovery are not addressed, the Client is responsible for ensuring adequate arrangements are in place

4.2.6.5 Solution Performance and Environment Dependencies - Where solutions (including Product Software, Custom Developments, or other Deliverables) are deployed in the Client's infrastructure, solution performance depends on the Client's hosting environment stability, and the Supplier is not responsible for performance issues caused by Client infrastructure. The Parties acknowledge that optimal solution performance requires collaborative management of both the solution and its hosting environment.

4.2.7 Security Incident Response

4.2.7.1 Each Party shall immediately notify the other of any security incident affecting systems or data related to this Agreement

4.2.7.2 "Immediately" means within four (4) hours of discovery via email to security contacts, telephone call to escalation contacts, or communication clearly marked "Security Incident"

4.2.7.3 Initial notification shall include nature and scope of the incident, systems or data affected, preliminary impact assessment, and immediate containment actions taken or in progress

4.2.7.4 The Party responsible for the affected systems shall lead incident investigation and response. The other Party shall provide reasonable cooperation and assistance

4.2.7.5 For personal data breaches, the provisions in Section 8.2.3 apply in addition to this Section 4.2.7

4.2.7.6 Neither Party shall make public statements about security incidents without consulting the other, except where legally required

4.2.7.7 The Parties shall conduct a joint post-incident review within thirty (30) days of incident resolution

4.2.7.8 Document 1 may specify alternative arrangements to the engagement

4.2.8 Service Reporting Framework

4.2.8.1 Service reporting shall be collaborative, with both Parties contributing to effective communication

4.2.8.2 The Supplier shall prepare reports covering agreed metrics and Deliverables

4.2.8.3 The Client shall participate in review meetings to provide feedback and direction

4.2.8.4 Reporting frequency and format shall be appropriate to the engagement type as specified in Part B

4.2.8.5 The Client's level of participation is at their discretion, and limited engagement shall not constitute a breach by either party

4.3 Change Control

4.3.1 Change Request Initiation

Either Party may request changes to scope, timeline, or budget by:

4.3.1.1 Submitting written Change Request with rationale

4.3.1.2 Providing impact assessment where available

4.3.1.3 Specifying desired implementation timeline

4.3.1.4 Identifying dependencies and risks

4.3.2 Change Assessment

4.3.2.1 The Supplier shall provide Written Communication within ten (10) Working Days

4.3.2.2 Assessment shall include:

(a) Timeline, cost, and resource impacts

(b) Risk assessment for material changes

(c) Alternative approaches where appropriate

(d) Dependencies and prerequisites

4.3.2.3 Complex changes may require longer assessment periods by mutual agreement

4.3.3 Change Approval

4.3.3.1 The Client shall approve or reject within ten (10) Working Days

4.3.3.2 Approved changes require formal Change Order

4.3.3.3 Work shall not commence before approval by Written Communication

4.3.4 Emergency Operational Changes

4.3.4.1 Emergency operational changes may proceed with verbal approval and follow-up by Written Communication within two (2) Working Days

4.3.4.2 This applies only to scope/delivery changes, not contractual amendments

4.3.4.3 Cost estimates may be provisional

4.3.4.4 Final costs shall be reconciled promptly

4.3.4.5 Emergency Changes may only be requested by Authorised Contacts identified in Document 1 and must be explicitly identified as "formal escalation" in Written Communication

4.3.4.6 Such changes are exceptional and should not become regular practice

4.3.4.7 The Supplier reserves the right to decline emergency treatment and require formal Change Request procedures

5. Roles & Responsibilities

5.1 Client Responsibilities

The Client shall provide:

5.1.1 Access to systems and environments with appropriate rights

5.1.2 Timely access to personnel with appropriate authority and resources

5.1.3 Necessary information and documentation

5.1.4 Prerequisites specified in Document 1

5.1.5 Reasonable cooperation in service delivery

5.1.6 Failure to provide such access may impact service delivery and shall not constitute Supplier breach

5.1.7 The Parties acknowledge that service delivery timelines depend on both Parties fulfilling their respective obligations. Where delays occur, the Parties shall work collaboratively to identify root causes and agree remedial actions. Delays attributable to Client actions or failure to meet Client Responsibilities:

(a) Do not constitute Supplier breach

(b) May trigger Standby Costs per Section 6.4 and related charges per Section 6.4.5, regardless of whether affected activities are separately charged

5.2 Contact Management

5.2.1 Authorised Contacts identified in Document 1 serve as the primary point of contact for day-to-day management, instructions, approvals, and notices under this Agreement.

5.2.2 Either Party may change its Authorised Contacts or escalation contacts by providing Written Communication to the other Party. Changes take effect upon receipt of such notice.

5.2.3 Each Party should notify the other promptly of personnel changes affecting contacts identified in Document 1. However, absence of notification does not invalidate actions taken in good faith reliance on an individual's stated role or position.

5.2.4 Either Party may request written confirmation of an individual's authority to act on behalf of the other Party. Such confirmation to be provided within five (5) Working Days.

5.2.5 Where services commence before Document 1 execution per Section 2.5, Authorised Contacts are those individuals identified in the email agreement or Written Communication that initiated the services, until Document 1 is subsequently executed.

5.3 Escalation & Dispute Resolution

5.3.1 Escalation Process

5.3.1.1 Escalation is reserved for issues materially impacting service delivery or commercial arrangements that cannot be resolved through normal channels

5.3.1.2 Escalation response times: Acknowledgement within four (4) Working Hours, Assignment within one (1) Working Day, Action plan within two (2) Working Days

5.3.1.3 Persistent breach of escalation response times may constitute material breach

5.3.1.4 Escalations may only be raised by Authorised Contacts and must be explicitly identified as "formal escalation" in Written Communication

5.3.1.5 Escalations shall be directed to Authorised Contacts who will ensure appropriate management involvement, progressing through management hierarchy as appropriate

5.3.2 Escalation to Dispute Resolution

Disputes shall be resolved through good faith negotiations, escalation to senior management, mediation if negotiations fail, and legal proceedings as last resort

5.3.3 Mediation Process

If negotiation fails, either Party may initiate mediation with mutual agreement on mediator selection, occurring within sixty (60) days, with each Party bearing own costs

5.3.4 Continued Performance

During disputes:

5.3.4.1 Both Parties continue performing obligations

5.3.4.2 Payment obligations remain in force

5.3.4.3 Service delivery continues

5.3.4.4 Disputed amounts may be placed in escrow pending resolution

5.3.5 Governing Law

5.3.5.1 This Agreement is governed by English law

5.3.5.2 English courts have exclusive jurisdiction

5.3.5.3 Service of proceedings follows English rules

5.3.5.4 Judgments are enforceable internationally

6. Commercial Terms

6.1 Payment Terms

6.1.1 General Payment Obligations

All invoices are payable within thirty (30) days of invoice date. All fees are exclusive of VAT which shall be charged at the applicable rate. The Supplier shall provide valid VAT invoices.

6.1.2 Late Payment

Late payments may incur interest at 4% above Bank of England base rate, accruing from due date until payment. The Supplier may suspend services for persistent late payment

6.1.3 Payment Schedules

Payment timing for specific engagement types is defined in Part B. Advance payments enable immediate resource allocation and rate certainty.

6.1.4 Disputed Invoices

Disputes must be raised within ten (10) Working Days of invoice receipt with specific reasons provided. Undisputed portions remain payable within standard terms. Parties shall work to resolve disputes promptly

6.2 Expenses & Disbursements

Unless otherwise specified in Document 1:

6.2.1 Reasonable expenses directly related to service delivery are rechargeable

6.2.2 Expenses and disbursements may include a 5% administration fee

6.2.3 Environment Costs are invoiced monthly, or upon payment where prepaid

6.2.4 Single expenses exceeding £250 require prior approval

6.2.5 Both Parties shall exercise prudent judgment with expenses

6.2.6 For licence reselling engagements, margins and fees specified in Document 1 prevail

6.3 Rate Adjustments

6.3.1 Rate adjustment provisions are specified in Part B for each engagement type

6.4 Standby Costs

6.4.1 Where Client delays prevent assigned resources from commencing or continuing agreed work for more than two (2) consecutive Working Days, Standby Costs apply from the third Working Day with timeline extensions and charges at 50% of the applicable daily rate

6.4.2 The Supplier shall make reasonable efforts to redeploy affected resources during Client delays

6.4.3 Standby Costs do not apply where the Supplier had fewer than five (5) Working Days' notice, delays result from Supplier actions or Force Majeure Events, or alternative billable work is available

6.4.4 The Client shall be notified in Written Communication when Standby Costs begin to accrue

6.4.5 Where activities are included in the agreed fees without separate charge (which may be referred to as "free of charge", "at no additional cost", "no extra charge", "complimentary", "included", or similar language), such provision is conditional upon:

(a) The Client fulfilling all dependencies and obligations per Section 5.1 within agreed or reasonable timeframes

(b) The Client providing timely access, decisions, and resources as required

Client delays affecting such activities trigger Standby Costs per Section 6.4.1, as the commercial arrangement assumes timely Client cooperation and is calculated based on efficient delivery. Where Client delays extend the duration of such activities beyond reasonable timeframes, the Supplier may:

(i) Apply Standby Costs for delay periods per Section 6.4.1

(ii) Invoice for additional effort at applicable rates per Schedule A where delays require significant rework or re-planning

(iii) Extend project timelines without liability

The Supplier shall notify the Client when delays to such activities begin to impact delivery efficiency and may trigger charges.

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7. Intellectual Property

7.1 Background IP

7.1.1 Each Party retains full ownership of all Background IP owned by that Party

7.1.2 No rights or licences in Background IP are granted under this Section 7.1

7.1.3 Licences to use Background IP, where required for service delivery or receipt, are granted through Document 1 or the relevant provisions in Part B

7.2 Foreground IP

7.2.1 All Intellectual Property Rights created, developed, or arising during the provision of services under this Agreement (Foreground IP) belong to the Supplier

7.2.2 For Product Software:

(a) The Client receives the licence rights specified in Document 1, which may include subscription licences, perpetual licences, or other commercial models

(b) Product Software licence terms, scope, duration, and fees are defined in Document 1

(c) Product Software remains Supplier property regardless of licence model

7.2.3 For Custom Developments:

(a) The Client receives a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence to use the Custom Developments for Client Business Purposes

(b) The Client may use Custom Developments through its employees, contractors, and authorised service providers, in providing services to the Client's customers, and grant access to third parties supporting the Client's operations under confidentiality obligations

7.2.4 The Client shall not:

(a) Sublicense, resell, or transfer Custom Developments licence rights without the Supplier's prior consent

(b) Use Custom Developments for the benefit of organisations outside the Client and its Affiliates

(c) Commercially exploit Custom Developments as a standalone product or service offering

(d) Remove or obscure any proprietary notices or attribution

7.2.5 The Parties acknowledge that the Supplier's services benefit from accumulated expertise, proven frameworks, established methodologies, and battle-tested components developed over years of practice, enabling faster delivery, higher quality outcomes, price efficiencies, and reduced risk. The Supplier retains ownership of all such reusable components.

7.2.6 Platform Dependencies: Where Custom Developments are created in connection with or built upon Product Software or third-party software, such Custom Developments' functionality depends on the continued availability and licensing of the underlying platform

7.2.7 The Client's licence to use Custom Developments under Section 7.2.3 continues regardless of the status of underlying platform or third-party licences

7.2.8 The licence granted under Section 7.2.3 survives termination of this Agreement

7.3 Third-Party IP

7.3.1 Third-Party Intellectual Property Rights remain the property of their respective owners

7.3.2 Third-Party IP is subject to the licence terms of the respective third-party owners

7.3.3 Each Party maintains responsibility for its own compliance with third-party licence terms

7.3.4 Where Foreground IP created by the Supplier integrates with or depends upon Third-Party IP, the Parties acknowledge that use of such Foreground IP requires the Client to maintain appropriate licences for the underlying Third-Party IP

7.3.5 IP infringement indemnities apply as specified in Section 7.11

7.4 Source Code Protection for Product Software

7.4.1 The Supplier deploys Product Software source code to Client environments only where technically necessary. Where source code is deployed, the following protections apply

7.4.2 Source Code remains Supplier property. Presence in Client environment grants no ownership rights

7.4.3 The Client may access Source Code deployed to their environment only for security auditing, operational monitoring, business continuity purposes, or emergency incident response

7.4.4 The Client shall not modify the Product Software Source Code, use it to create derivative works or competing products, reverse engineer it for competitive purposes, or remove proprietary notices

7.4.5 The Client may share Source Code only with their employees and contractors who require access, their professional advisers under confidentiality obligations, their IT security and audit teams, or regulators as required by law

7.4.6 Emergency access is permitted only for critical production outages where the Supplier cannot respond within two (2) hours and the Client provides immediate notification

7.4.7 Emergency access must be limited to minimum necessary to restore service and requires immediate Supplier notification

7.4.8 Breach constitutes material Agreement breach

7.5 Custom Developments

For Custom Developments deployed to Client environments:

7.5.1 Custom Developments are Foreground IP subject to the licence in Section 7.2

7.5.2 The Client may modify Custom Developments for Client Business Purposes, including engaging third-party service providers to maintain, support, and enhance them

7.5.3 The Client shall not use Custom Developments or modifications to create competing products offered to third parties, remove proprietary notices, reverse engineer for competitive purposes, or sublicense as a standalone offering

7.5.4 Where Custom Developments integrate with or depend upon Product Software, modifications shall not modify, reverse engineer, or compromise the Product Software

7.6 Business Continuity Escrow - General Provisions

7.6.1 Where Document 1 specifies business continuity escrow requirements, escrow arrangements balance business continuity protection with operational trust and relationship flexibility

7.6.2 Client-held escrow may apply by default. The Supplier may elect to use third-party escrow based on strategic importance and commercial value of the Product Software, sensitivity of the intellectual property, regulatory requirements, and risk management considerations

7.6.3 Either Party may request conversion from client-held to third-party escrow at any time by providing 30 days' Written Communication

7.7 Client-Held Escrow

7.7.1 Where client-held escrow applies, the Supplier shall maintain Business Continuity Materials in a designated escrow directory in the Client's environment

7.7.2 The Supplier shall update escrow materials within 30 days of any Major Release

7.7.3 Access to escrow materials shall be restricted to authorised Supplier personnel only, except as permitted under Section 7.7.4

7.7.4 The Client may access escrow materials only where ALL of the following conditions are met: Supplier insolvency, Product Software no longer commercially supported, Supplier unreachable for 10 consecutive Working Days, material breach remaining unremedied for 60 days, or Supplier acquisition resulting in discontinuation; plus legitimate business need and proportionate access

7.7.5 Before accessing escrow materials, the Client shall document the trigger condition, attempt to notify the Supplier, limit access to minimum necessary personnel, and maintain detailed access logs

7.7.6 The Client shall notify the Supplier within 24 hours after accessing escrow materials

7.7.7 The Supplier may audit access logs at any time

7.7.8 Unauthorised access constitutes material breach. The Supplier may require conversion to third-party escrow

7.8 Third-Party Escrow

7.8.1 Where third-party escrow applies, the Supplier shall establish arrangements with a reputable escrow agent within 90 days

7.8.2 The Supplier shall deposit Business Continuity Materials as determined appropriate

7.8.3 The Supplier shall update the escrow deposit within 30 days of any Major Release

7.8.4 Business Continuity Materials shall be released upon: Supplier insolvency, support ceases with no successor entity, Supplier unreachable for 10 consecutive Working Days, material breach remaining unremedied for 60 days, or Supplier acquisition resulting in discontinuation

7.8.5 Before release, the escrow agent shall verify the trigger condition and provide the Supplier with 14 days' notice to remedy (except in cases of insolvency)

7.8.6 Third-party escrow costs: Initial setup and annual maintenance borne by Supplier, Client beneficiary fees borne by Client, verification testing borne by Client, release administration borne by Party triggering release

7.9 Business Continuity Materials Release and Use

7.9.1 Upon release, the Client may use Business Continuity Materials solely for Client Business Purposes to maintain and operate the Product Software. The Client may not use released materials to create competing products or provide services to third parties

7.9.2 Where Business Continuity Materials include source code, the Client's use of such source code is subject to the restrictions in Section 7.4.4

7.9.3 The Client's obligations under Sections 7 and 8.1 continue following any materials release

7.10 Protected Materials

7.10.1 The Supplier's proposals, training materials, documentation, videos, and other materials remain Supplier property

7.10.2 The Client may use such materials only for the agreed purposes

7.10.3 The Client shall not share such materials externally without consent

7.11 IP Infringement Claims

If third-party IP claims arise, both Parties shall promptly notify each other, the Supplier may control defence at its expense, settlement requires mutual agreement, the Supplier shall indemnify against upheld claims, and remedies include procurement of rights, modification, or refund

8. Data & Confidentiality

8.1 Confidentiality

8.1.1 Confidentiality Obligations

Each Party shall keep confidential information secret, use it only for Agreement purposes, protect it with reasonable security measures, and not disclose except as permitted herein

8.1.2 Permitted Disclosure

Disclosure is permitted to personnel needing to know for Agreement purposes, as required by law or court order, with consent by Written Communication, or if information becomes public through no breach

8.1.3 Return of Information

Upon termination, confidential information shall be returned or destroyed, certification of destruction may be required, legal retention requirements override destruction, and archived copies may be retained under continuing confidentiality

8.1.4 Survival

Confidentiality obligations survive termination for five (5) years for commercial information, indefinitely for trade secrets, as required by regulatory obligations, or until information enters public domain

8.1.5 Supersession of Prior NDAs

This Agreement supersedes any prior non-disclosure agreements between the Parties for matters relating to services provided under this Agreement

8.2 Data Protection

8.2.1 Compliance Obligations

Both Parties shall comply with Data Protection Legislation, maintain appropriate registrations, implement technical and organisational measures, and cooperate with regulatory investigations

8.2.2 Processing Requirements

Where the Supplier processes Personal Data for the Client, processing follows documented Client instructions, personnel are bound by confidentiality, security measures are appropriate to risk, sub-processors may be engaged with equivalent obligations, and Data Subject rights are supported

8.2.3 Data Breach Management

In case of Personal Data Breach, the discovering Party notifies the other immediately, details of breach are documented, mitigation measures are implemented, regulatory notifications are coordinated, and affected individuals are informed as required

8.2.4 Data Location and Transfer

Unless otherwise specified in Document 1, Data may be accessed by the Supplier's globally distributed delivery team as necessary for service provision. Where Document 1 specifies data location or access restrictions, the Supplier shall ensure access is limited to team members in the specified locations. All team members are bound by equivalent confidentiality and security obligations regardless of location.

8.2.5 Data Return and Deletion

Upon termination, Personal Data is returned where technically feasible, deletion is certified upon request, legal retention requirements override deletion, and secure deletion methods are employed. The Supplier shall provide reasonable assistance with data export within thirty (30) days following termination as specified in Section 3.4.1.

9. Liability & Insurance

9.1 Limitation of Liability

9.1.1 Unlimited Liabilities

Nothing limits liability for death or personal injury from negligence, fraud or fraudulent misrepresentation, breach of Data Protection Legislation, or any liability that cannot be legally limited

9.1.2 Excluded Losses

Neither Party is liable for indirect or consequential losses, loss of profits or revenue, loss of business or contracts, loss of goodwill or reputation, or loss of anticipated savings

9.1.3 Liability Caps

Subject to Section 9.1.1, each Party's total liability arising from any Document 1 is limited to 100% of the fees the Client has paid to the Supplier pursuant to that Document 1 in the preceding 12 months. For engagements less than 12 months old, the cap is 100% of fees paid to date. Where multiple Document 1s exist, the liability cap for each engagement is calculated separately. Aggregate liability across all engagements shall not exceed £1,000,000 in any rolling 12-month period.

9.1.4 Risk Acknowledgement

The Parties acknowledge limitations reflect negotiated risk allocation, pricing assumes limited liability, insurance may be obtained for additional coverage, and these provisions are fundamental to the Agreement

9.2 Insurance

9.2.1 Supplier Insurance

The Supplier shall maintain: Professional indemnity insurance £1,000,000 per claim, Public liability insurance £1,000,000 per claim, Employer's liability insurance as legally required, and Cyber liability insurance appropriate to services

9.2.2 Insurance Terms

Coverage shall be maintained throughout the Service Period, professional indemnity shall continue for six (6) years after termination, certificates shall be provided upon request, and material changes shall be notified

9.2.3 Client Insurance

The Client should maintain appropriate insurance for its business risks. The Supplier may request evidence of insurance for high-risk engagements. Failure to maintain appropriate insurance is at the Client's sole risk.

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10. Compliance & Legal

10.1 Anti-Bribery and Corruption

10.1.1 Compliance Requirements

Both Parties shall comply with Bribery Act 2010 and applicable laws, not offer or accept bribes or improper payments, maintain appropriate policies and procedures, and report suspected violations immediately

10.1.2 Specific Obligations

Each Party shall ensure personnel and subcontractor compliance, notify of government official interests, provide compliance evidence upon request, and cooperate with investigations

10.1.3 Breach Consequences

Breach of anti-bribery provisions constitutes material breach, permits immediate termination, is not capable of remedy, and may trigger regulatory reporting

10.2 Modern Slavery and ESG

10.2.1 Modern Slavery Act Compliance

Both Parties shall comply with the Modern Slavery Act 2015 and all applicable laws relating to slavery, servitude, forced or compulsory labour, and human trafficking. Each Party warrants that:

(a) Neither the Party nor its supply chain is engaged in any form of slavery, servitude, forced or compulsory labour, or human trafficking

(b) It conducts due diligence on its supply chain to ensure compliance with modern slavery obligations

(c) It will notify the other Party immediately if it becomes aware of any actual or suspected slavery or human trafficking in its supply chain

10.2.2 Ethical Supply Chain

Both Parties commit to maintaining ethical supply chains and business practices, including:

(a) Fair employment practices and treatment of workers with dignity and respect

(b) Safe and healthy working conditions

(c) Compliance with all applicable employment and labour laws

(d) Reasonable efforts to engage suppliers who share these commitments

10.2.3 Environmental Responsibility

Both Parties acknowledge their responsibility to minimise environmental impact and shall:

(a) Comply with all applicable environmental laws and regulations

(b) Make reasonable efforts to reduce waste and environmental impact in service delivery

(c) Consider environmental sustainability in delivery methods, technology choices, and business operations where commercially practical

10.2.4 Diversity and Inclusion

Both Parties are committed to fostering diverse and inclusive workplaces and shall not discriminate on the basis of protected characteristics as defined in the Equality Act 2010.

10.2.5 Community Engagement

Both Parties recognise the value of positive community impact. Where commercially practical, the Parties shall consider opportunities to support local communities and contribute positively to society through their business activities.

10.2.6 Breach and Reporting

Breach of Modern Slavery Act obligations constitutes material breach and permits immediate termination. Either Party may raise concerns about the other Party's ESG practices through the escalation process in Section 5.3, and such concerns shall be addressed in good faith.

10.3 Export Control

10.3.1 Export Compliance

Neither Party shall export technology or data in breach of UK export regulations, EU export controls, US export restrictions, or other applicable laws

10.3.2 Export Obligations

Each Party shall obtain necessary export licences, notify of export restrictions, provide compliance assistance, and maintain required documentation

10.3.3 International Use

Where the Client requires use by international entities, the Client must obtain appropriate licences for each country, additional fees may apply for multi-jurisdiction use, the Supplier shall provide reasonable export classification information, and compliance remains the Client's responsibility

10.4 Force Majeure

10.4.1 Force Majeure Events

Neither Party is liable for delays caused by: natural disasters or severe weather, pandemic or epidemic, war or terrorism, government action or legal changes, cyber-attacks or infrastructure failure, or industrial action or labour disputes

10.4.2 Obligations During Force Majeure

The affected Party shall promptly notify the other Party, provide details and expected duration, mitigate impact where possible, continue unaffected obligations, and resume full performance when able

10.4.3 Extended Force Majeure

If Force Majeure exceeds sixty (60) days, either Party may terminate affected services with thirty (30) days' notice. Completed work shall be paid according to applicable Part B provisions. Transition assistance is charged at the project rates specified in Schedule A unless covered by remaining Quarterly Allowance in S&CI engagements.

11. General Provisions

11.1 Entire Agreement

11.1.1 This Agreement represents the entire agreement between Parties and supersedes all previous agreements on its subject matter

11.1.2 This Agreement comprises Document 1 (including any appendices), Document 2, and all referenced Schedules

11.1.3 Material variations to these Standard Terms for specific engagements require written agreement executed by the Chief Executive Officer, a statutory Director, or an authorised representative with express authority to vary Standard Terms

11.1.4 Document 1s may specify engagement-specific terms within the framework of these Standard Terms, but provisions that contradict or materially weaken the protections in Document 2 require senior authorisation per Section 11.1.3

11.2 Severability

If any provision is invalid, it shall be modified to minimum extent necessary, remaining provisions continue in force, Parties shall negotiate replacement provisions, and Agreement intent shall be preserved

11.3 No Partnership

This Agreement does not create partnership or joint venture, employment relationship, agency relationship, or fiduciary duties beyond those stated

11.4 Business Changes

11.4.1 Notification Requirements

Parties shall notify each other of significant changes affecting service delivery: mergers, acquisitions, or restructuring, insolvency or financial distress, major system or infrastructure changes, key personnel changes, or regulatory or compliance changes

11.4.2 Impact Assessment

Following notification of business changes, Parties shall assess impact on services, necessary adjustments shall be agreed, cost implications shall be documented, and service continuity shall be prioritised

11.4.3 Change Management

Each Party maintains responsibility for internal communication. Changes to Agreement terms require Written Communication.

11.5 Collaboration and Marketing

11.5.1 Basic Marketing Rights

Each Party may name the other Party as a client or supplier in lists and credentials, use the other Party's name and logo in marketing materials, and reference the existence of the commercial relationship. Either Party may request exclusion from such use by Written Communication.

11.5.2 Extended Marketing Rights

The following require prior Written Communication: press releases about specific work or projects, detailed case studies, award submissions referencing the work, or testimonials or quotes

11.5.3 Collaboration Principles

Both Parties commit to professional conduct in all interactions, protection of mutual reputations, coordinated public communications, and constructive dispute resolution

11.5.4 Attribution Rights

The Supplier reserves the right to include discrete attribution (such as "Built by Cielo Costa" or the Supplier's logo) in Deliverables, provided this does not materially affect functionality or Client branding

11.6 Assignment

11.6.1 Neither Party may assign without consent by Written Communication

11.6.2 Consent shall not be unreasonably withheld

11.6.3 Assignment to affiliates may be permitted

11.6.4 Agreement benefits and burdens bind successors

11.7 Notices

Valid notices must be:

11.7.1 By Written Communication

11.7.2 Sent to Authorised Contacts specified in Document 1 or, where no Document 1 exists, to the contacts who requested or authorised the services

11.7.3 Deemed received per agreed timings

11.7.4 For formal contractual matters requiring authority under this Agreement (including termination, variations, escalations, or approvals exceeding agreed budgets), Written Communication must be via appropriate business communication channels (email, formal business messaging platforms, or postal mail) from authorised contacts. Operational communications for day-to-day service delivery may use any Written Communication method.

11.8 Waiver

11.8.1 Waivers must be explicit and by Written Communication

11.8.2 Single waivers don't waive future breaches

11.8.3 Delays in exercising rights don't constitute waiver

11.8.4 Rights are cumulative not exclusive

11.9 Updates to Standard Terms
11.9.1 The Supplier may update these Standard Terms with sixty (60) days' Written Communication

11.9.2 Updates take effect upon the earlier of expiry of the notice period or Client's acceptance by Written Communication

11.9.3 Updates apply to new Document 1s executed after the effective date, renewals after the effective date. Existing Document 1s continue under their original terms unless renewed.

11.9.4 Notice shall include summary of changes and link to updated Document 2

11.10 Third Party Rights
11.10.1 This Agreement is for the Parties' benefit only

11.10.2 Third parties have no enforcement rights

11.10.3 Parties may vary Agreement without third-party consent

11.10.4 Statutory rights are unaffected

11.11 Counterparts
This Agreement may be executed in any number of counterparts, by electronic signature, with exchanged signature pages. Each counterpart constitutes an original.

11.12 Signatory Authority
11.12.1 Each Party warrants their signatory has authority to bind their organisation

11.12.2 Where services commence without Document 1, signatory authority is presumed from the individual's position and conduct in requesting services

11.12.3 Either Party may reasonably request evidence of signatory authority

11.12.4 Such evidence may be satisfied by board resolution, company secretary certificate, or written authorisation from a director

11.12.5 Failure to provide requested evidence within reasonable time may delay Agreement execution

11.12.6 Where services commence without Document 1 and the Client later disputes the requesting individual's authority, the Supplier's entitlement to payment shall be determined by whether the individual had actual or ostensible authority, the Client received and retained the benefit, or the Client's conduct represented the individual as having authority

11.12.7 The Client shall not avoid payment obligations on grounds of lack of authority where services were requested by a director or senior manager, services were integrated into operations, the Client failed to repudiate promptly, or the Client provided systems access or cooperation indicating acceptance

11.12.8 Where authority is disputed, the Supplier may request the Client to ratify the services retroactively. Failure to repudiate within ten (10) Working Days of such request constitutes deemed ratification

END OF PART A: GENERAL TERMS

PART B: SERVICE-SPECIFIC TERMS

B.1: Support and Continuous Improvement (S&CI)

12 Service Framework

12.1 Service Structure

12.1.1 S&CI provides flexible access to professional services through quarterly hour allocations.

12.1.2 Services combine support, maintenance, and continuous improvement under a single framework.

12.1.3 The quarterly model enables resource planning whilst maintaining flexibility for changing priorities.

12.2 Service Suitability

12.2.1 S&CI is designed for ongoing support and incremental improvements.

12.2.2 Where proposed work exceeds 30% of Quarterly Allowance or one hundred (100) hours (whichever is greater), the Parties will discuss whether the work should be structured as a separate Fixed Price or T&M engagement.

12.2.3 Where the Parties cannot agree on the appropriate engagement structure, the Supplier may decline to proceed with the work under S&CI and will provide reasonable justification for this decision.

12.3 Quarterly Allocation

12.3.1 Hours are allocated quarterly regardless of payment frequency.

12.3.2 Monthly and annual payment options provide cash flow convenience but do not create monthly Service Periods or alter the quarterly allocation structure.

12.3.3 The Quarterly Allowance provides capacity for both planned work and emerging requirements.

12.4 Application of Complex Provisions to S&CI

12.4.1 The following provisions of Part A apply to S&CI engagements only in specific circumstances:

(a) Section 3.6 (Step-In Rights) applies only where:

(i) The S&CI work involves creating or materially modifying Custom Developments as defined in Section 7.2.3; and

(ii) The specific work package exceeds five hundred (500) hours of effort; and

(iii) Document 1 explicitly confirms that Step-In rights apply

(b) Sections 7.6 through 7.9 (Business Continuity Escrow) apply only where explicitly specified in Document 1, typically where:

(i) S&CI involves maintaining or enhancing Product Software; or

(ii) Custom Developments created exceed five hundred (500) hours of cumulative effort; or

(iii) The Client specifically requests escrow protection

12.4.2 For the avoidance of doubt, the following S&CI activities do not trigger the provisions in Section 12.4.1:

(a) Support and maintenance activities

(b) Incremental improvements under five hundred (500) hours

(c) Advisory and consultancy services

(d) Configuration changes

(e) Bug fixes and patches

13 Commercial Framework

13.1 Hours Management

13.1.1 Hours Utilisation

13.1.1.1 Hours are tracked against the Quarterly Allowance.

13.1.1.2 Both Parties collaborate to optimise utilisation within each Quarter.

13.1.1.3 The Supplier provides regular monthly updates on hours consumed and remaining.

13.1.1.4 Unused hours expire at Quarter end except as provided in Section 13.1.2.

13.1.1.5 The Supplier confirms the available balance of hours at the start of each Quarter.

13.1.2 Carryover Provisions

13.1.2.1 Up to 50% of unused hours automatically carry to the next Quarter only.

13.1.2.2 Carried hours expire if not used in the subsequent Quarter.

13.1.2.3 No refunds are provided for unused hours.

13.1.3 Additional Hours

Advancing hours from future Quarters is exceptional as it disrupts resource planning and undermines the predictable service model that enables discounted S&CI rates. The Client should first consider purchasing additional hours per Section 13.1.3.1 before requesting to advance hours from future Quarters.

When quarterly requirements exceed the allowance:

13.1.3.1 Primary Option - Purchase Additional Hours:

(a) Additional hours for the current Quarter are charged at the rates applicable to the original Quarterly Allowance volume.

(b) Hours purchased for future Quarters are combined with that Quarter's allowance for rate determination purposes under Schedule A. For clarity, this applies only to purchased additional hours, not to carried-over hours from previous Quarters.

13.1.3.2 Exceptional Option - Advance Future Hours:

(a) Up to 50% of a future Quarter's hours may be advanced with the Supplier's Written Communication.

(b) The Client must have committed to the future Quarter with all required commercial prerequisites in place: Document 1 covering that Quarter and appropriate purchase orders per Section 2.6.

(c) The Supplier may decline requests to advance hours where doing so would impact service delivery, quality, or resource planning.

(d) This option is not permitted as regular practice.

(e) Unused advanced hours return to the original Quarter. Where the original Quarter has commenced, the returned hours become part of that Quarter's available allocation.

13.1.4 Hours Allocation Framework

13.1.4.1 Not all quarterly hours require advance allocation.

13.1.4.2 A portion of Quarterly Allowance is reserved for service desk and reactive support, with the proportion varying based on the Client's support requirements and continuous improvement priorities.

13.1.4.3 Unallocated hours provide capacity for:

(a) Responding to fluctuations in support request volumes

(b) Addressing unplanned incidents or urgent service requests

(c) Implementing emerging continuous improvement priorities

(d) Enabling rapid response to changing business requirements

(e) Providing specialised expertise for complex issues

13.1.4.4 The Client may request work throughout the Quarter subject to availability.

13.1.4.5 The Supplier confirms impact on other priorities before proceeding.

13.2 Payment Structure

13.2.1 Invoicing Timing

13.2.1.1 Invoices are issued at or around the commencement of each payment period as specified in Document 1.

13.2.2 Payment Terms

13.2.2.1 Fees are payable in advance according to the payment schedule specified in Document 1, with payment terms as specified in Section 6.1.

13.2.2.2 Payment frequency (monthly, quarterly, annual, or biennial) affects rates as specified in Schedule A but does not alter the Service Period structure or quarterly allocation of hours.

13.3 Rate Adjustments

For agreements exceeding twelve (12) months:

13.3.1 Rates are locked for the initial twelve (12) months.

13.3.2 The Supplier may adjust rates with sixty (60) days' notice with effect from month thirteen (13) onwards.

13.3.3 The Client may reject rate increases by giving ninety (90) days' termination notice.

13.3.4 Original rates continue during the notice period.

13.4 Service Changes

13.4.1 Quarterly Allowance Adjustments

13.4.1.1 Either Party may request to decrease the Quarterly Allowance with ninety (90) days' notice, subject to the other Party's agreement.

13.4.1.2 Where the Parties cannot agree on a proposed decrease, the requesting Party may terminate the Agreement per Section 3.2.

13.4.1.3 Any agreed decrease may only affect Quarters not yet committed through executed Document 1 and associated purchase orders.

13.4.1.4 The Client may request increases to the Quarterly Allowance at any time, subject to mutual agreement and resource availability.

13.4.1.5 Any agreed decrease takes effect from the first Quarter for which invoicing has not yet occurred. No refunds or credits are provided for Quarters already invoiced.

13.4.2 Impact Assessment Requirements

13.4.2.1 Where either Party requests a decrease in Quarterly Allowance, the requesting Party shall provide Written Communication specifying the proposed decrease, effective date, and rationale.

13.4.2.2 Where the Client requests a decrease, the Supplier prepares an impact assessment within ten (10) Working Days, detailing:

(a) Effect on ongoing projects and initiatives

(b) Resource allocation implications

(c) Service delivery impact

(d) Transition requirements

13.4.2.3 Where the Supplier requests a decrease, the Supplier's Written Communication shall include the impact assessment covering the matters specified in Section 13.4.2.2.

13.4.2.4 Impact assessment work for Client-requested decreases consumes Quarterly Allowance hours, with scope proportional to the proposed change.

13.4.2.5 The responding Party may confirm or withdraw their agreement to the decrease after reviewing the impact assessment and rationale.

13.4.3 Handover and Transition Work

13.4.3.1 Any handover or decommissioning work required as a result of a decrease consumes hours from the remaining Quarterly Allowance.

13.4.3.2 If the remaining Quarterly Allowance is insufficient for required transition work, additional hours will be charged at the project rates specified in Schedule A.

13.4.4 Operational Modifications

13.4.4.1 Changes to service level agreements or operational procedures may be agreed between the Parties and documented through Written Communication.

13.4.4.2 Such changes do not require formal amendment to this Agreement provided they do not materially affect the commercial terms or Service Period.

14 Service Delivery

14.1 Resource Management

14.1.1 Base Rates

14.1.1.1 Services are delivered at the hourly rates specified in Schedule A section A.2.

14.1.1.2 Rates are determined by quarterly hour volume and payment frequency as specified in Schedule A.

14.1.2 Resource Level Principles

14.1.2.1 Resources are assigned to deliver optimal quality and efficiency for the work requirements.

14.1.2.2 Multipliers apply where enhanced expertise levels are deployed, reflecting the additional capability and experience provided.

14.1.2.3 The Supplier exercises professional judgement in resource allocation, balancing service quality, delivery speed, and commercial efficiency.

14.1.3 Resource Level Multipliers

The following multipliers apply to base rates where specialist expertise or specific circumstances justify enhanced rates:

14.1.3.1 Work outside Working Hours: as defined in Section 4.1.5.3.

14.1.3.2 Principal level expertise: 1.5x base rate.

Principal level applies where work requires:

(a) Strategic technical architecture or cross-functional solution design

(b) Complex problem resolution requiring deep specialist expertise or experience

(c) Technical risk assessment and mitigation for business-critical systems

(d) Quality assurance for high-complexity or high-risk implementations

(e) Technical leadership for initiatives requiring coordination across multiple domains

14.1.3.3 Director level expertise: 2x base rate.

Director level applies where work requires:

(a) Enterprise strategy and business transformation advisory

(b) Executive stakeholder engagement and change management

(c) Critical incident management affecting business operations

(d) Strategic risk and business continuity planning

(e) Commercial or contractual advisory requiring senior judgement

14.1.4 Resource Determination

14.1.4.1 The Supplier determines appropriate resource levels based on the complexity, urgency, and strategic importance of the work, balancing service quality with commercial efficiency.

14.1.4.2 The Client may request specific resource levels. The Supplier will accommodate such requests where practical and will advise where alternative resource levels would be more appropriate.

14.1.4.3 Where the Client insists on a more senior resource level than recommended, the applicable multiplier will apply.

14.1.5 Resource Allocation Lead Times

14.1.5.1 Standard resource allocation for planned work typically requires ten (10) Working Days' notice to ensure optimal resource matching and scheduling.

14.1.5.2 Where specialist expertise is required (such as solution architecture, UX design, or other specialised skills), allocation may require up to twenty (20) Working Days depending on resource availability. Where work is complex with dependencies across multiple skill sets, or where required expertise is particularly rare or in high demand, longer lead times may be necessary and will be communicated when the work is requested.

14.1.5.3 Routine support work is handled on a reactive basis without advance notice requirements.

14.1.5.4 Where the Client requires resources within shorter timeframes than outlined above, the Supplier will accommodate where possible. In such cases, resource level multipliers per Section 14.1.3 will apply based on available resources rather than optimal resource level for the work.

14.1.6 Time Recording

14.1.6.1 Time is recorded in ten (10) minute increments.

14.1.6.2 Minimum charges apply as follows:

(a) Four (4) hours for on-site work

(b) Ten (10) minutes for remote work

14.2 Service Levels and SLAs

14.2.1 Standard Service Levels

Unless Document 1 specifies otherwise, the following service levels apply:

14.2.1.1 Initial response to support requests within two (2) Working Days.

14.2.1.2 Resolution or action plan provided within four (4) Working Days of initial request.

14.2.1.3 Critical issues when defined in Document 1 receive priority treatment per the timescales specified therein.

14.2.1.4 Emergency support is only provided where explicitly included in Document 1.

14.2.1.5 Any out-of-hours support is subject to Section 4.1.5.3 and applicable multipliers per Section 14.1.3.1.

14.2.2 SLA Measurement

14.2.2.1 Service levels are measured monthly and reported in service reports per Section 14.3.2.

14.2.2.2 The following are excluded from SLA measurement:

(a) Issues requiring Client action or information where the SLA clock pauses until the Client responds

(b) Third-party dependencies beyond the Supplier's reasonable control

(c) Force Majeure events per Section 10.4

(d) Scheduled maintenance or agreed service windows

14.2.3 Service Level Targets and Service Credits

14.2.3.1 Service levels represent performance targets reflecting the Parties' mutual commitment to service quality.

14.2.3.2 Service credits apply only where explicitly agreed in Document 1. Where service credits are agreed:

(a) Credits are calculated as 5% of monthly fees per documented SLA target breach, capped at 15% of monthly fees per calendar month.

(b) For these purposes, "monthly fees" means the Service Period fees divided by the number of months in the Service Period, regardless of actual payment frequency.

(c) Each support item that misses the applicable SLA target constitutes one breach instance.

(d) Service credits apply only to Support items, not Continuous Improvement work.

(e) Service credits compensate the Client for additional effort required due to SLA variations and represent the sole financial remedy for individual SLA variations that do not constitute material or persistent breach.

14.2.3.3 Where service level breaches exceed ten (10) instances in a single calendar month for three consecutive months, this may constitute material breach per Section 3.2.2.

14.2.3.4 Service credits address the financial impact of individual SLA variations. Breaches beyond the monthly service credit cap remain relevant for assessing persistent performance issues and potential material breach, even where no additional credits apply.

14.2.4 Service Levels and Hours Availability

14.2.4.1 Service level timeframes represent response and resolution timing, not work effort required.

14.2.4.2 Resolution timeframes assume adequate Quarterly Allowance hours are available.

14.2.4.3 Where insufficient hours remain in the current Quarter:

(a) The Supplier will advise the Client of the hours shortfall and available options.

(b) Work may proceed using the next Quarter's hours where the next Quarter has commenced with agreed documentation in place per Section 2.6.

(c) Where no subsequent Quarter is committed or available, the Supplier is not obligated to proceed until additional hours are purchased under Section 13.1.3 or the next Quarter commences.

(d) This does not apply to emergency work explicitly covered under separate terms in Document 1.

14.3 Operational Support

14.3.1 Third-Party Support

14.3.1.1 The Supplier is authorised to interact with third-party platform providers on the Client's behalf for platforms integral to Client solutions.

14.3.1.2 The Supplier will:

(a) Manage relationships with relevant third-party providers

(b) Raise support tickets using the Client's support entitlements

(c) Coordinate resolution activities with third-party providers

(d) Keep the Client informed of progress and material issues

14.3.2 Service Reporting

14.3.2.1 Service reporting follows the framework established in Part A Section 4.2.8.

14.3.2.2 S&CI-specific reporting includes:

(a) Hours consumed and remaining within current Quarter

(b) Continuous improvement initiatives in progress and completed

(c) Solution status and health metrics

(d) Service desk metrics and trends

(e) SLA performance against targets where applicable

14.3.2.3 Standard reporting is included in the Quarterly Allowance.

14.3.2.4 Additional documentation, reporting, or knowledge base development beyond standard reporting consumes Quarterly Allowance hours.

15 Termination

15.1 Notice Requirements

15.1.1 Standard termination notice is ninety (90) days unless Document 1 specifies otherwise.

15.1.2 Termination notice is given in accordance with Part A Section 3 general termination provisions.

15.2 Financial Settlements

15.2.1 Where the termination notice period extends into a new Quarter, the Client shall pay the greater of:

(a) Pro-rata value of the Quarter based on calendar days, or

(b) Value of hours actually consumed in that Quarter

15.2.2 No refunds are provided for prepaid periods, except as specified in Section 3.4.1(e) where termination results from Supplier material breach.

15.2.3 Upon termination or expiration, any unused hours from the Quarterly Allowance expire with no further obligations regarding such unused hours.

15.2.4 Transition work consumes remaining Quarterly Allowance hours first. If the remaining Quarterly Allowance is insufficient for required transition work, additional transition work is charged at the project rates specified in Schedule A.

15.2.5 The Client remains liable for:

(a) Hours advanced from future Quarters per Section 13.1.3.2

(b) Environment Costs through the notice period

(c) Travel and expenses incurred through the notice period

15.3 Transition Planning

15.3.1 The Supplier shall develop a formal transition plan within fifteen (15) Working Days of receiving termination notice.

15.3.2 The transition plan details:

(a) Timeline and milestones for transition activities

(b) Resource requirements and responsibilities

(c) Knowledge transfer sessions and approach

(d) Documentation and system access handover

(e) Stakeholder briefings and communication plan

(f) Risk mitigation strategies

(g) Closeout activities

END OF PART B.1: SUPPORT AND CONTINUOUS IMPROVEMENT

Schedule A: Rate Cards

Reference: CC-RATES-2510

A.1 Project Rate Card

The following rates apply to project engagements and additional services not covered under S&CI agreements.

Resource type	Hourly rate	Daily rate
Director	£300	£2,400
Principal	£225	£1,800
Senior	£150	£1,200
Associate	£100	£800
Junior	£60	£480

Notes:

(a) Day rate is based on an 8-hour working day.

A.2 Support and Continuous Improvement Rate Card

The following rates apply to Support and Continuous Improvement (S&CI) agreements and are based on the quarterly hour allocation and payment frequency.

Quarterly hour ranges	Hourly rate, monthly payment	Hourly rate, quarterly payment	Hourly rate, annual payment
Up to 99	£160	£147	£120
100-199	£150	£138	£113
200-499	£140	£128	£105
500-999	£130	£119	£98
1000-1999	£120	£110	£90
2000-2999	£110	£101	£83
3000+	£105	£96	£79

Payment frequency discounts benefit both parties through predictable cash flow, with clients securing lower rates, confirmed resource allocation for the full period, and the ability to undertake longer-term initiatives, while the Supplier gains commitment certainty and reduced administrative overhead. Annual payment provides maximum discount.

Notes:

(a) Rates are determined by the volume of hours purchased per quarter.
(b) Payment frequency affects the hourly rate as shown in the table.
(c) Resource level multipliers, as specified in Section 14.1.3, apply to these rates.

(d) These rates are subject to the conditions specified in Section 14.1 of the Standard Terms and Conditions.
(e) Additional hours purchased during a quarter are subject to the conditions in Section 14.

A.3 General Notes

(a) Fixed Price and Time & Materials engagements use Project Rate Card rates.
(b) S&CI engagements use the S&CI Rate Card based on quarterly hour allocation and payment frequency.
(c) Travel time may be charged at applicable rates as specified in Section 6.
(d) Rates apply to work during Working Hours. Work outside Working Hours is charged as specified in Section 4.1.5.3.
(e) All rates are exclusive of Value Added Tax (VAT).
(f) Rates may be updated as specified in Section 6.3 of the Standard Terms and Conditions.

END OF SCHEDULE A: RATE CARDS

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END OF INDEX

END OF DOCUMENT 2: STANDARD TERMS AND CONDITIONS