

GlobalLogic Service Terms and Conditions (G-Cloud 15)

1. Application and Precedence

These Supplier Terms and Conditions apply to the provision of GlobalLogic services under the G-Cloud 15 Framework. In accordance with the Framework Contract, these terms are subject to the following order of precedence:

1. The Framework Award Form and Framework Special Terms;
2. The Call-Off Contract (Order Form);
3. The General Terms (Core Terms);
4. These Supplier Terms.

Any provisions within these terms regarding liability, indemnities, or termination that conflict with the G-Cloud 15 Framework Contract shall be deemed ineffective.

2. Definitions

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the G-Cloud 15 Framework Contract.

- **“UAT”** shall mean User Acceptance Testing, which is the time period provided to the Client (Buyer) to warrant that the interim and final deliverables meet the specifications and requirements set forth in the Description of Services.

3. Supplier Responsibilities and Deliverables

GlobalLogic will provide the Deliverables specified in the Call-Off Order Form or associated Statement of Work. Typical deliverables may include, but are not limited to:

- **Detailed Project Plan:** Consisting of Deliverable milestones, risks with mitigation strategies, resource allocation visibility, and general project management details.
- **Requirement Specifications** and High-level architecture documents.
- **Test Strategy Documents** and Functional Test Plans.

- **Source Code and Configuration:** Including Installation Guides and Release Notes.
- **Test Execution Reports:** For system verification.

4. Client (Buyer) Responsibilities

To ensure successful delivery of the Service, the Client shall provide the following:

- **Access:** Reasonable access to Client personnel who are necessary for the progress of the project.
- **Facilities:** For on-site work, the Client will make available reasonable facilities for Supplier staff members working on the project at a Client location to deliver the services.
- **Testing Support:**
 - The Client will provide any test cases that the Deliverable is required to pass before any alpha or beta software delivery.
 - The Client and Supplier will jointly define/finalize the acceptance test cases.
 - Any development and testing environment (at Client's offices) required for development and test will be provided by the Client.
 - Any special development/testing environment required for the engagement will be provided and paid by the Client.
- **Query Resolution:** The Client will reasonably endeavour to resolve queries raised by the Supplier within two (2) business days.
- **Vendor Participation:** The Client will ensure timely participation of other vendors, if any, involved.

5. Acceptance Testing (UAT)

Unless otherwise specified in the Call-Off Order Form, the following acceptance process applies,:

- **Requirements:** GlobalLogic and the Client shall jointly develop final requirements. Once the Client accepts these requirements, the Client may not question the requirements when the final deliverables are received.
- **Testing Window:** The Client will have thirty (30) days for the UAT to evaluate any interim and final Deliverables to warrant that they meet the specifications and requirements.

- **Acceptance:** The Client will accept any Deliverables that conform in all material respects with such specifications and requirements.
- **Rejection and Remedy:** If the Deliverables do not meet such specifications or requirements and the Client rejects such Deliverables during the UAT, the Client's remedy for such rejection will be to have GlobalLogic provide to the Client (at no additional charge), corrected Deliverables subject to evaluation and acceptance, without prejudice to the Client's other rights and remedies under the Contract.
- **Deemed Acceptance:** In any event, if the Client does not notify the Supplier of any material non-conformity within the agreed User Acceptance Testing period, that being thirty (30) days or such period as agreed in the Call-Off Order Form, the Deliverables shall be deemed to be accepted for the purposes of Service Commencement only. Any such deemed acceptance shall be without prejudice to the Client's rights and remedies under the Call-Off Contract and the G-Cloud 15 Framework Agreement.

6. Changes in Scope

All changes to the agreed scope require a scope change order that must be executed by the Supplier and a representative of the Client.

- Any and all changes in the cost, scope of Services, Deliverables, and their delivery dates will be introduced as a Change Order subject to the Client's approval.
- For any changes in scope, the effort will be calculated using the rate sheet provided in the G-Cloud 15 Rate Card or Pricing Document in accordance with the Call-Off Contract.

7. Compensation and Milestones

Billing and payment milestones shall be set out in the Call-Off Order Form. Where milestone payments are agreed:

- Billing amounts will be invoiced upon the completion/delivery of the Milestone Activity (e.g., Delivery of specific software or completion of Acceptance Testing).
- Any requirements for payments in advance (e.g., "Payment on contract signing") are subject to Buyer approval and the restrictions of the G-Cloud 15 Framework.