



## Supplementary Terms for the Supply of Professional Services

The Services set out in these Supplementary Terms shall be supplied by Ingenious to the Client on the terms and conditions set out in Ingenious's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Acceptance' means the Client accepts that the Assignment has been completed to the satisfaction of the Client.
- 1.2 'Acceptance Date' means the date on which the Client indicates Acceptance by signing Ingenious's Acceptance Note.
- 1.3 'Acceptance Note' means the form provided by Ingenious which the Client signs to indicate acceptance of the completed Services.
- 1.4 'Assignment' means the services and tangible deliverables set out in the Order.
- 1.5 'Design Specification' means the specification for the deliverables as set out in the Order and agreed by the Client.
- 1.6 'Estimated Completion Date' means the date by which Ingenious reasonably expects the Assignment to be completed.
- 1.7 'Hardware' means Goods to be installed and / or configured by Ingenious under the terms of this Agreement, as set out in the Order.
- 1.8 'Professional Services' means design, survey, procurement, delivery, installation, commissioning, training and project management services as set out in the Order and to be delivered to the Client by Ingenious under the terms of this Agreement.
- 1.9 'Site' means either the Client- owned or occupied premises at which the services are to be delivered, or the remote site at which Software is to be installed and or configured.
- 1.10 'Software' means software to be installed and / or configured by Ingenious under the terms of this Agreement, as set out in the Order.
- 1.11 'Warranty Period' means the period, set out in these Supplementary Terms, during which Ingenious shall make good any failures that result from failure of Ingenious to provide the Services.

### 2. TERM

- 2.1 This Agreement will be effective from the Commencement Date and shall run until the Acceptance Date or the date of expiry of any relevant Warranty Period, whichever occurs later.

### 3. PROVISION OF SERVICES

- 3.1 The Services comprise Professional Services as set out in the Order and described in the Service Schedule.
- 3.2 The Order, save as amended with the agreement of both parties sets out all the Hardware and Software that is subject to the Services and the Services to be delivered under the terms of this Agreement.
- 3.3 Ingenious shall use reasonable endeavours to complete the Assignment by the Estimated Completion Date set out on the Order, subject to the limitations expressed in this Agreement.
- 3.4 The Services provided shall include those of the following as set out in the Order:
  - 3.4.1 Technical consultancy services;
  - 3.4.2 Implementation services;
  - 3.4.3 Management Services.

### 4. Clause Intentionally Unused

## **5. THE CLIENT'S OBLIGATIONS**

During the term of this Agreement, the Client shall:

- 5.1 Purchase from Ingenious the Hardware and / or Software and Services set out in the Order.
- 5.2 Pay any additional Charges reasonably levied by Ingenious.
- 5.3 Be responsible for the accuracy of all information supplied to Ingenious and subsequently relied upon by Ingenious in the execution of the Professional Services.
- 5.4 If applicable, provide a suitable, secure location for a storage container for the duration of the installation works.
- 5.5 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by Ingenious under the terms of this Agreement.
- 5.6 Follow the change request procedure set out in the Service Schedule in the event that the Client requires a change to the Design Specification or other deliverables.
- 5.7 If applicable, the Client shall be responsible for carrying out its acceptance testing / acceptance testing against the acceptance criteria set out in the Order. The Client shall, within 30 days of handover, either sign Ingenious's Acceptance Note or advise Ingenious of any non-conformances that it has identified, whereupon Ingenious shall address all outstanding non-conformances.

## **6. INGENIOUS'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, Ingenious shall:

- 6.1 Provide the Services set out in this Agreement, subject to any service limitations set out in this Agreement and the Order.
- 6.2 If Ingenious provides solution design and / or implementation services, it shall:
  - 6.2.1 Provide Hardware and / or Software as set out within the Order.
  - 6.2.2 Test and commission all Hardware and Software installed at the Client's site and furnish the Client with copies of all test reports generated by the testing process.
  - 6.2.3 Provide to the Client with copies of documentation required to assist its use of the Hardware and Software and where such documentation exists only on a web interface, access to such.
  - 6.2.4 Make available an account or project manager as appropriate to act as a single point of contact for the Client for the duration of the Assignment.
  - 6.2.5 Make reasonable endeavours to complete Assignment by the Estimated Completion Date, but shall have no liability in the event of failure to do so.
  - 6.2.6 If the Estimated Completion Date is not set out on the Order, advise the Client as soon as it becomes aware of the Estimated Completion Date.
  - 6.2.7 If, after providing an Estimated Completion Date, Ingenious becomes aware of a change to such, advise the Client of the revised date as soon as reasonably possible.

## **7. Clause Intentionally Unused**

## **8. GENERAL**

- 8.1 If Ingenious is to provide technical implementation services, by entering into this Agreement, the Client acknowledges that it accepts the Design Specification provided by Ingenious in the Order and accepts the contents, designs, proposals and recommendations therein. Ingenious shall not be liable for:
  - 8.1.1 Any errors subsequently identified in the Design Specification;
  - 8.1.2 Any claims that arise from errors in the Design Specification;
  - 8.1.3 Any claims that subsequently arise regarding the suitability for the Client's purpose of any part of the Design Specification or Hardware.
- 8.2 The Design Specification and any ideas, techniques, know-how or methodologies developed by Ingenious during the execution of this Agreement shall be owned by and remain the property of Ingenious.
- 8.3 If the Client requires additional equipment, software or services from third parties, the provision of such shall be contracted directly between the Client and the third parties and if at the Client's request, Ingenious arranges the

same, it shall be as an agent for the Client and Ingenious shall have no liability whatsoever in relation to the third-parties' equipment, software or services.

- 8.4 All Goods and Software that is the subject of this Agreement shall be purchased under the terms of separate agreements for the sale of goods or subscription services, as applicable.

## **9. TERMINATION**

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated by either party giving the other not less than thirty days notice in writing.
- 9.2 All outstanding Charges will become due on termination.

## **10. CHARGES AND PAYMENT**

- 10.1 By entering into this Agreement, the Client agrees to purchase and pay for:
- 10.1.1 The Hardware and Software set out in the Order;
  - 10.1.2 The Professional Services set out in the Order;
  - 10.1.3 All agreed, chargeable Change Requests that result from a change to the Client's requirements from the Order.
- 10.2 If the Client terminates this Agreement for convenience, or if Ingenious terminates such by reason of Client's un-remedied breach of the terms of the same, the Client shall be liable for:
- 10.2.1 Payment for all Hardware either ordered by Ingenious for the purpose of fulfilling the Order or supplied to the Client at the date of termination;
  - 10.2.2 All Charges for Professional Services that have been incurred by the Client up to the date of termination and any costs that are incurred by Ingenious directly as a result of the termination.
- 10.3 The Client shall not be liable for termination Charges if this Agreement is terminated by the Client by reason of Ingenious's un-remedied breach of the terms of the same.
- 10.4 The Client agrees to pay Ingenious's invoices according to the terms of clause 9 of the General Terms and Conditions, which shall be raised according to the schedule of payments set out in the Order.
- 10.5 The prices quoted on the Order are based on the supply of Hardware, Software and Services set out in the Order. If the Client's requirement changes after signature of the Order, Ingenious shall raise a new order to cover the amended requirement.

## **11. LIMITATIONS**

- 11.1 Ingenious shall not be responsible for the installation, programming, configuration or management of software or equipment that has not been provided by Ingenious.
- 11.2 Unless expressly stated in the Order, the decommissioning and / or removal of existing equipment and cabling is not covered by the terms of this Agreement.
- 11.3 The Services shall be carried out by Ingenious during the Working Day, save as expressly set out otherwise in the Order.
- 11.4 The supply, installation and implementation of incoming services (including electrical supply and communications), is the responsibility of the Client.

## **12. WARRANTY**

- 12.1 With regard to Hardware supplied by Ingenious, Ingenious's terms of warranty are set out in the parties' agreement for the sale of goods.
- 12.2 With regard to the installation, testing and commissioning of the Hardware and Software, Ingenious warrants that such shall be performed by competent staff, exercising a level of skill appropriate to their responsibilities and shall, for a Warranty Period of thirty days from the Acceptance Date, make good any failure in the installation or configuration of the Hardware or Software arising from a failure of Ingenious, its employees or subcontractors, at no charge to the Client.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Ingenious. The actual Services and scope thereof to be provided under the terms of this Agreement are listed on the Order.

### 1. Professional Services

#### 1.1 Consultancy Services

Ingenious will provide consultancy services as a discrete Assignment, according to the Order. Consultancy services may include any of the following:

##### 1.1.1 Technical Consultancy

Technical consultancy may include technical advice, assisting with road-mapping the Client's IT strategy, advising on current landscape and technology changes and understanding the Client's business requirements to determine recommendations and changes where appropriate. The scope of the technical consultancy and deliverables, typically a report, will be set out on the Order.

##### 1.1.2 Solution Design Services

Solution design services include assessment of the Client's requirement and the design of a solution, including as appropriate, server architecture, software, configuration and local and wide area network infrastructure. The solution will be documented in a Design Specification which may form part of an order for implementation services that may be delivered as further described in these Supplementary Terms, under the terms of the new order. The scope of the design services and deliverables, typically a Design Specification, will be set out on the Order.

##### 1.1.3 Site Surveys

Site surveys will be provided as set out on the Order as required to support either design or implementation services, as required. Further site surveys may be provided resulting from agreed Change Requests.

##### 1.1.4 Business Solutions Consultancy

Ingenious will provide business consultancy as set out and fully described on the Order.

##### 1.1.5 Security Consultancy

Ingenious will provide security consultancy as set out and fully described on the Order.

##### 1.1.6 Project Management

Ingenious will project manage technical implementations using its preferred management methodology. Project management activities shall include project planning, project/milestone reviews with the Client, change request management, issue management, configuration management, project reporting and supplier management including liaison with suppliers of hardware and enabling services.

##### 1.1.7 Training

Ingenious will provide technical and end user training to the Client's nominated staff. Training will be delivered either in an online format or by experienced staff with a deep understanding of the subject matter. The number of staff to be trained, the subject matter and scope of the training, if appropriate details of any testing and / or accreditation and the location at which the training is to be provided will be set out on the Order.

#### 1.2 Technical Implementation Services

Ingenious will provide technical implementation services as a discrete Assignment, according to the Order. Implementation services may include any of the following:

##### 1.2.1 Procurement and Supply of Hardware and Software

As set out on the Order, Ingenious will procure Hardware and Software from its suppliers, if required stage the Hardware and deliver it to the Client's Site.

#### 1.2.2 Installation of Hardware and Software

Ingenious will install Hardware and Software at the Client's Site, as per the Order, either using its own staff or sub-contractors as appropriate, on the dates specified in the Order or otherwise agreed.

#### 1.2.3 Hardware Configuration

Where installed Hardware and Software requires configuration, Ingenious will configure the Hardware and Software as per the Order.

#### 1.2.4 Commissioning and Testing

Prior to handover to the Client, Ingenious shall test the full installation, address any non-conformity and ensure that the installed Hardware and Software is performing to the standards set out in the Order. Ingenious will furnish the Client with copies of all test results.

#### 1.2.5 Acceptance Testing and Acceptance

The Client shall be responsible for carrying out its own acceptance testing / acceptance testing against the acceptance criteria set out in the Order. The Client shall, within 30 days of handover, either sign Ingenious's Acceptance Note or advise Ingenious of any non-conformances that it has identified and Ingenious shall address all outstanding non-conformances.

### 2. Change Request Process

2.1 Change requests may be raised by the Client in response to changing requirements or by Ingenious resulting from issues arising from the implementation.

2.2 Ingenious shall process a Change Request made by the Client as follows:

2.2.1 Within two Working Days of receiving the Change Request Ingenious will acknowledge receipt;

2.2.2 Within three Working Days of acknowledging receipt, Ingenious shall verify the Change Request and notify the Client of its response;

2.2.3 Provided that Ingenious agrees with the Change Request, Ingenious shall provide the Client with a timescale and plan for implementation and also provide the cost of implementation, if applicable; or

2.2.4 If Ingenious does not agree with the Change Request, Ingenious will explain the reasons, including any associated risks, to the Client and offer to provide consultancy services with the objective of finding an alternative solution. Consultancy is chargeable at Ingenious's prevailing rate.

2.2.5 The Client shall notify Ingenious of its decision to proceed or not with the Change Request, in writing, within five Working Days of Ingenious's response.

2.3 Ingenious shall process a Change Request that it raises as follows:

2.3.1 Ingenious shall provide the Client with technical details and its reason(s) for making the Change Request, a timescale and plan for implementation and also provide the cost of implementation, if applicable.

2.3.2 The Client shall notify Ingenious of its decision to proceed or not with the Change Request, in writing, within five Working Days of Ingenious's request.

2.3.3 If the Client declines to accept the Change Request, the Change Request will not be implemented and either:

a) Ingenious will request written confirmation that the Client understands and accepts the risks involved. Under these circumstances Ingenious shall have no liability to the Client in the event that failure to make the change causes degradation to the performance of the installed Hardware; or

b) Ingenious will offer to provide consultancy services to the Client, with the objective of finding an alternative solution. Consultancy is chargeable at Ingenious's prevailing rates.

### 3. Contact

Ingenious's professional services team may be contacted at any time during the Assignment by telephone on 020 3745 6630

**4. Complaint Handling**

4.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Delivery Manager	020 3745 6632
2	Managing Director	020 3745 6631

4.2 Ingenious will respond to complaints within three Working Days.