

Terms and Conditions for use of Responsiv Consulting and Support Services

for the provision by Responsiv Solutions Limited of all consulting and support products and services. This includes but is not limited to; Professional Services, Assistance Services, Managed and Hosted Services.

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This document consolidates and supersedes all versions and editions published prior to August 2023 of the Terms and Conditions for Consulting and Assistance Services.

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This Consulting or Support Agreement between you and Responsiv Solutions, governs your use of Responsiv Consulting and Support Services and should be read with **TC-RL000CQ: Responsive Data Processing Addendum (DPA)** and **TC-RL000G7: Responsiv General Terms and Conditions** as published on the Responsiv website (www.responsiv.co.uk/legal/) and sets out the terms of use for all Responsiv Software products as well as the Transaction Documents as defined in the General Terms and Conditions.

This Agreement is effective upon your (a) execution of a Solution Description or an Order Form; (b) acceptance of these terms pursuant to an online or offline process; (c) accessing or using the Solution; or (d) acceptance of terms between you and a reseller that reference this Agreement.

1 DEFINITIONS

- 1.1 Below are specific definitions for this document and these should be read in conjunction with the Definitions in the Responsiv General Terms and conditions as published on the Responsiv Website.
- 1.1.1 **Assistance:** means that We will provide technical expertise and experience to support Your team as defined in a Term Agreement that includes leading and managing as well as delivering artefacts required to achieve the necessary outcome; it remains Your responsibility to authorise changes and confirm fitness for purpose of any proposed or implemented changes made on Your behalf by Responsiv.
- 1.1.2 **Our Project Manager:** Our manager for the Project, appointed in accordance with condition 3.3.
- 1.1.3 **Pre-existing Materials:** materials which existed before the commencement of the Project or commencement of services, or that were not created under the agreement.
- 1.1.4 **Project:** the project as described in the accompanying Agreement.
- 1.1.5 **Project Milestone:** a date by which a part of the Project is estimated to be completed, as set out in an Agreement.
- 1.1.6 **Your Project Manager:** Your manager for the Project appointed in accordance with condition 4.1.1.

2 APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:
- 2.1.1 apply to and be incorporated in the Contract; and
- 2.1.2 prevail over any inconsistent terms or conditions contained in, or referred to in any, confirmation of order, or specification, or implied by law, trade custom, practice, or course of dealing.
- 2.2 In the event of a conflict between Transaction Document and these conditions, the Transaction Document will take priority.
- 2.3 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Us unless in writing and signed by Our duly authorised representative.
- 2.4 Your signature on the Agreement constitutes an offer by You to purchase the Services specified in it on these Conditions. The execution and return of a copy of the Agreement by Us, or Our commencement or execution of work pursuant to the Agreement, establishes a contract for the supply and purchase of those Services on these Conditions. Any other terms and conditions attached to, enclosed with, or referred to in, the Agreement shall not apply to this Contract.

3 OUR OBLIGATIONS

- 3.1 We shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to You, in accordance with all material respects with the Transaction Document.
- 3.2 We shall use reasonable endeavours to meet the performance dates specified in the Agreement, but any such dates shall be estimates only and time shall not be of the essence of the Contract.
- 3.3 We shall appoint Our Project Manager who shall have authority to contractually bind Us on all matters relating to the Project. We shall use reasonable endeavours to ensure that the same person acts as Our Project Manager throughout the Project but may replace them from time to time where reasonably necessary in the interests of Our business.
- 3.4 We will ensure that all Our personnel engaged in delivering the Services comply with such health and safety standards as are notified to Us by You from time to time.

4 YOUR OBLIGATIONS

- 4.1 In addition to any obligations specified in the Agreement, You shall:
- 4.1.1 co-operate with Us in all matters relating to the Project and appoint Your Project Manager, who shall have the authority to bind You on matters relating to the Project.
- 4.1.2 provide in a timely manner such access to Your premises, data, software and networks, and such office accommodation and other facilities, as is requested by Us either in the Agreement or from time to time.
- 4.1.3 provide in a timely manner such information as We may request (at Your own cost) and ensure that such information is accurate in all material respects. For the avoidance of doubt this will include provision of test data where requested.
- 4.1.4 be responsible (at Your own cost) for the selection and implementation of procedures and controls relating to the access to Your IT systems, security, encryption, and all data within Your systems.
- 4.1.5 provide in a timely manner (at Your own cost) all such licences, consents and/or permissions as may be required to enable Us to undertake work on Your systems; and
- 4.1.6 be responsible (at Your own cost) for preparing the relevant premises for the supply of the Services.

- 4.2 You acknowledge that the provision of the Services may impact the operation of your systems, and You agree that You will be solely responsible for ensuring appropriate back up procedures are in place prior to, and during the Services to protect and preserve Your data.
- 4.3 We will not be responsible for the accuracy, completeness, or quality of Your business or system configuration data. It will remain Your responsibility to recover from data loss or corruption, and for assuring the suitability of that data for resumption of processing following an incident.
- 4.4 If Our performance of Our obligations under the Contract is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, You shall allow Us a reasonable extension to complete any services and shall be liable to pay to Us on demand all reasonable costs, charges or losses sustained or incurred by Us (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Us confirming such costs, charges and losses to You in writing.

5 PERSONNEL

- 5.1 Each party will assign personnel that are qualified to perform the tasks assigned to each party under the relevant Agreement, but each acknowledges that they are responsible for the supervision, direction, control and compensation of its own personnel.
- 5.2 You shall not, without Our prior written consent, at any time from the date of the Contract to the expiry of twelve (12) months after the completion of the Services, solicit or entice away from Us or employ or attempt to employ, any person who is, or has been, engaged as an employee or sub-contractor of Us.
- 5.3 Any consent given by Us in accordance with condition 5.25.2 shall be subject to You paying to Us a sum equivalent to 40% of the then current annual remuneration of Our employee or sub-contractor or, if higher, 40% of the annual remuneration to be paid by You to such employee or sub-contractor.

6 CHANGE CONTROL

- 6.1 If You wish to change the scope of the services, then Your Primary Contact or Project Manager will be responsible for submitting details of the required change in writing to the Responsiv Owing Manager or appointed Project Manager.
- 6.2 If We wish to change the scope of the services, then Our Responsiv Owing Manager or Project Manager will be responsible for submitting details of the required change in writing to the Your Owing Manager or appointed Project Manager.
- 6.3 In the event of a proposed change, We shall provide a written estimate to You of the likely time required to implement the change, the likely effect of the change on the terms or duration of the Agreement, any variations to Our charges arising from the change.
- 6.4 If either party request a change to the scope of the Services, the other party shall not unreasonably withhold or delay consent to it.
- 6.5 We have no obligation to proceed with a change unless and until the parties have agreed in writing on the necessary variations to Our charges, the Agreement, and any other relevant terms of the Contract to take account of the change.
- 6.6 Agreements that are fixed price or risk based, including but not limited to Incident Support Agreements, Outcome based services, and Fixed Price Services, will be based on full disclosure of all information likely to affect our determination of a fair price. This means any information that will impact demand, effort, or diversity of skills, which includes but is not limited to properly detailing the capacity, update frequency, or history of support issues for a supported environment, complex or previously discovered challenges in a solution, or specific operating practices¹ that are required to complete our work.
- 6.7 Your licenced entitlement where appropriate. You will inform us of any change to that entitlement or if there is a significant difference between entitlement and deployed licence You will provide us with the details and evidence.

7 CHARGES AND PAYMENT

- 7.1 Conditions that shall apply if the Services are to be provided on a time-and-materials basis:
- 7.1.1 the charges payable for the Services shall be calculated in accordance with Our standard daily fee rates as amended from time to time.
- 7.1.2 Our standard daily fee rates are calculated on the basis of a 7.4-hour day worked between 8.00 am and 7.00 pm on weekdays (excluding weekends and public holidays);
- 7.1.3 Work undertaken outside of the hours referred to in the standard daily fee rates will be charged in hourly increments at the overtime rate multiple of the normal rate as set out in the Agreement.
- 7.1.4 Onsite work will attract a minimum charge of a standard day.
- 7.1.5 Remote work will attract a minimum charge of half a standard day.
- 7.1.6 We shall ensure that all Our personnel maintain an appropriate record of their time spent on the Project to calculate the charges covered by each monthly invoice referred to in condition 7.1.7 and
- 7.1.7 We shall invoice You on the earlier of (i) the completion of the project, or (ii) monthly in arrears for Our charges for time, expenses and materials (together with sales taxes where appropriate) for all unbilled work, calculated as provided in this condition 6.7 and the Agreement.
- 7.1.8 All charges and rates are subject to review at any time during the term on giving three months' notice.

¹ Operating practices include but are not limited to release or testing procedures, requirement for detailed documentation, sign-off procedures, or schedules.

- 7.2 Conditions that shall apply if the Services are to be provided on a Fixed Price basis:
- 7.2.1 the total price for the Services shall be the amount set out in the Agreement.
 - 7.2.2 The total price shall be paid to Us in instalments as set out in the Agreement on achieving the corresponding Project Milestone.
 - 7.2.3 On achieving a Project Milestone, We shall invoice You for the charges that are then payable, together with expenses and the costs of materials (and sales tax, where appropriate), calculated as provided in condition 7.2.1.
 - 7.2.4 We shall invoice You on the earlier of (i) the completion of the project or (ii) the completion of an agreed milestone (together with sales taxes where appropriate) for all unbilled work, calculated as provided in these terms and conditions and the Agreement.
 - 7.2.5 In the case of termination of fixed price contracts, the Customer remains liable for payment of the full fee. This clause does not prejudice Customers rights under valid grounds to terminate as specified In Clause 3.2 (Termination) of TC-RL000G7 Responsiv General Terms and Conditions.

7.3 Conditions that shall apply if the Services are provided as a Term Agreement

- 7.3.1 Payment terms for Term Agreements require payment to be received prior to the start date of the term. Assistance obligations will begin after the later of the term start date or the receipt of payment.
- 7.3.2 Services defined in the Agreement that include capped entitlements, for example number of Assistance calls or capped number of hours of Assistance, will forfeit all remaining entitlements at the end of each entitlement period.
- 7.3.3 All payments payable to Us under the Contract shall become due immediately on termination of the Contract. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.4 Conditions that shall apply if the Services are provided as a Defined Outcome Agreement

- 7.4.1 Payment terms for Defined Outcome Agreements require payment to be received prior to the start date of the agreement. Consulting or Support obligations will begin after the later of the term start date or the receipt of payment.
- 7.4.2 Services defined in the Agreement that include capped entitlements, for example number of Assistance calls or capped number of hours of Assistance, will forfeit all remaining entitlements at the end of each entitlement period.
- 7.4.3 All payments payable to Us under the Contract shall become due immediately on termination of the Contract. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

8 ADDITIONAL CHARGES AND TAX

- 8.1.1 The charges specified in an Agreement may exclude expenses associated with subsistence, travelling and any other ancillary expenses reasonably incurred by Our personnel in connection with the agreement, and the cost of any materials or services reasonably and properly provided by third parties required by Us for the supply of the Services. In these cases, the Customer will be invoiced for the additional cost incurred.
- 8.1.2 All prices and charges are stated exclusive of tax (VAT or other applicable taxes and charges), which will be payable at the then current rate.
- 8.1.3 Amounts are due upon receipt of invoice and payable as specified in the Agreement. The Customer agrees to pay accordingly, including any late payment fee. Payment may be made electronically to an account specified by Responsiv or by other means agreed to by the parties.

9 GENERAL

- 9.1 In the event of any dispute arising out of or in connection with any Agreement of the Contract, the matter will be first raised between the Project Managers, and if the dispute cannot be resolved in good faith discussions between them within 20 working days, the dispute will be escalated to a senior director within each party for further good faith discussions.
- 9.2 Specifically note the clauses In the **Responsiv General Terms and Conditions** dealing with Definitions, Payment (Clause 2), Termination (Clause 3) and Liability (Clause 13) and that these General Terms and Conditions fully apply to any Agreement, including this one.