

## Service Specific Terms – Professional Services and Consultancy

The following terms will apply to the provision of consultancy services by Artemis pursuant to an Order:

### 1 Agreement

- 1.1 Each Order between Artemis and the Customer will incorporate the IT Managed Services General Terms and any applicable Service Specific Terms (together, the **Agreement**).
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) IT Managed Services General Terms.

### 2 Consultancy Services

- 2.1 In consideration of payment of the Charges set out in the Order by the Customer to Artemis, and subject to the terms and conditions of this Agreement, Artemis shall provide the Consultancy Services and Deliverables.
- 2.2 For the avoidance of doubt, Artemis shall not be under any obligations whatsoever to commence the Consultancy Services until and unless the Order has been approved and agreed to by the Customer.
- 2.3 The Consultancy Services shall be performed with reasonable skill and care in a manner consistent with generally accepted standards for identical or similar services and all consultants employed by Artemis in the performance of the Consultancy Services shall possess such skill and experience as is necessary for the proper performance of the Consultancy Services.
- 2.4 Artemis and the Customer may from time to time mutually agree to additional or alternative services by executing an additional or alternative Order, which shall be subject to the terms and conditions set out in this Agreement.

### 3 Acceptance

- 3.1 Where the Order indicates that the Deliverables or part thereof are subject to acceptance procedures, the acceptance procedure set out in this section 3 shall apply. In all other circumstances Acceptance shall be deemed to have occurred on delivery of the Deliverables.
- 3.2 The acceptance procedure is as follows:
  - 3.2.1 The parties, acting reasonably in all the circumstances, shall define and agree the Acceptance Criteria in writing (and which shall form part of the Order);
  - 3.2.2 On delivery of the relevant Deliverables to the Customer, the Customer shall carry out the Acceptance Criteria within the Acceptance Period;
  - 3.2.3 Where the Deliverables pass the Acceptance Criteria and/or materially comply with the Order or any other relevant specification agreed between the parties, the Customer will Accept the Deliverables;
  - 3.2.4 In the event that the Customer reasonably demonstrates that the Deliverables do not materially comply with the requirements set out in the Order and do not pass the Acceptance Criteria, Artemis shall amend such Deliverables so that they so comply within a reasonable time; and
  - 3.2.5 In the event that the Customer has not identified any failure of the Deliverables to materially comply with the requirements set out in the Order during the Acceptance Period, the Deliverables shall be deemed Accepted.
- 3.3 The Deliverables shall be deemed accepted on any live or production use of them by the Customer.

### 4 Customer's obligations

- 4.1 The Customer shall perform their obligations as set out herein and in the Order, including, without limitation to:

- 4.1.1 provide reasonable access to the Customer's premises, equipment, system and facilities as reasonably required by Artemis to perform its obligations under this Agreement, including remote access where agreed in an Order;
- 4.1.2 to the extent that Artemis requires access to the same, ensure that its premises comply with all applicable health and safety laws and regulations, and shall maintain insurance in respect of persons working on its premises as required by law;
- 4.1.3 procure that all information provided to Artemis in connection with this Agreement and its performance shall be true, accurate and complete;
- 4.1.4 take decisions and make information and materials available as requested by Artemis, and co-operate with Artemis, either within the timescales reasonably required by Artemis or in the absence of a required timescale as soon as reasonably practicable following the request being made;
- 4.1.5 appoint an authorised person who is able to make binding decisions for the Customer with regard to this Agreement, including authorising any change to the Consultancy Services;
- 4.1.6 ensure that there is a legitimate licence for every copy of a software programme in use by the Customer in connection with the receipt of the Consultancy Services, that has not been provided by Artemis, and that such licences permit use by Artemis as required to perform the Consultancy Services and comply with such licence terms and conditions and providing a copy of such licence to Artemis and safely storing all disks, manuals, hard copy licence agreements and/or documentation relating to such software.
- 4.2 The Customer shall be responsible for compliance with all relevant applicable laws and regulations in respect of their procurement and use of the Consultancy Services under this Agreement.
- 4.3 Artemis shall not be liable for any loss, damage, delay or failure that results from the delay or failure of the Customer to comply with its obligations under this Agreement and the time for performance of Artemis obligations under this Agreement shall be extended by Artemis a result of any failure or delay by the Customer. The Customer shall reimburse Artemis on written demand for any costs or losses sustained as a direct or indirect result of the Customer's default under this Agreement.

### 5 Charges

- 5.1 Artemis shall invoice the Customer for the Charges payable in respect of Artemis's provision of the Consultancy Services and the Disbursements in accordance with the payment terms set out in the Order, or otherwise monthly in arrears.
- 5.2 The Customer, as applicable, shall pay the Charges in accordance with section 7.3 of the General Terms.
- 5.3 Unless otherwise expressly set out to the contrary in the Order, the Customer shall pay all expenses reasonably incurred by Artemis that are attributable to the provision of the Consultancy Services.

### 6 Intellectual Property

- 6.1 Artemis hereby grants the Customer a perpetual, non-exclusive, worldwide, non-assignable, non-sub-licensable license to Use the Intellectual Property Rights in the Deliverables.
- 6.2 The Customer grants to Artemis a non-exclusive, worldwide, non-assignable, non-sub-licensable, royalty-free license to use the Customer Material respectively for the sole purposes of performing Artemis's obligations under this Agreement.
- 6.3 Nothing in this Agreement shall prevent Artemis from using any know-how, methods, techniques or procedures owned or developed by Artemis in the course of providing the Consultancy Services and/or Deliverables, for any purpose.

### 7 Warranties and liabilities

- 7.1 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement or the schedules whether express or implied by statute, common law,

trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

- 7.2 In no event shall Artemis (including its respective agents and sub-contractors) be liable for:
- 7.2.1 any defect or default arising from or caused by any unapproved changes made to the Consultancy Services, or resulting from abnormal usage;
- 7.2.2 any unauthorised access to the Consultancy Services, unless the parties have agreed in writing that Artemis is responsible for the security of the same;
- 7.2.3 any failure of the Consultancy Services which results from interference (including inappropriate use, maintenance, development, modification, repairs or adaptation) by the Customer or any third party not authorised by Artemis which is not in accordance with standard use of the Consultancy Services or Artemis's specific instructions; or
- 7.2.4 any failure of the Consultancy Services that is due to any integration or interoperability issues arising with any third party (including but not limited to pursuant to the Vendor Product Terms), or Customer systems or legacy systems.
- 7.3 In the event that Artemis fails to comply with its obligations under this Agreement then it shall be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the Consultancy Services hereunder.
- 7.4 Both parties accept that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

## 8 Term and termination

- 8.1 It is estimated that the Consultancy Services shall commence on the relevant Estimated Start Date and shall be completed by the applicable Estimated Completion Date. The Customer acknowledges that Estimated Start Date(s) and Estimated Completion Date(s) are estimates which are provided for information only and are dependent on the Customer's performance of its obligations in accordance with the Order and the Agreement.
- 8.2 Termination of this Agreement shall be without prejudice to any rights of either party arising on or before termination, which includes without limitation, all sums due to Artemis for Consultancy Services supplied (including for the avoidance of doubt any Charges incurred in respect of work in progress) prior to the date of termination.
- 8.3 The provisions of sections 6 and 7 and any sections required for their interpretation shall survive the termination of this Agreement and shall remain in full force and effect.

## 9 Definitions and interpretation

- 9.1 Definitions used in the General Terms & Conditions shall also apply to the Service Specific Terms.

**"Acceptance"** means the Customer has accepted the Deliverables and "Accept" shall be construed accordingly.

**"Acceptance Period"** means the period of 7 days from the Customer's receipt of the Deliverables or as set out in the Order.

**"Acceptance Criteria"** means the Acceptance Criteria agreed between the parties in accordance with section 3.2.1.

**"Agreement"** has the meaning given in section 1.1.

**"Consultancy Services"** means the services to be provided by Artemis (or by a subcontractor of Artemis) to the Customer, that comprise the "Project" more particularly set out in the Order.

**"Customer"** means the Customer whose details are set out in the Order.

**"Customer Material"** means all Intellectual Property Rights in material which is provided by the Customer to Artemis for use in the performance of the Consultancy Services.

**"Deliverables"** means the deliverables and products of the Consultancy Services, as set out in the Order.

**"Disbursements"** means all expenses reasonably incurred by Artemis in the provision of the Consultancy Services.

**"Estimated Start Date"** means the estimated start date set out in the relevant Order.

**"Estimated Completion Date"** means the estimated completion date set out in the relevant Order.